

Conditional Sales Agreement

WITNESSETH THIS AGREEMENT dated **June** ____, **2014**, by and between **THE STATE OF INDIANA** acting through the Indiana Department of Administration, ("Seller") and _____, ("Buyer").

In consideration of this Agreement, Seller and Buyer agree as follows:

1. Sale of Property. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the following property (collectively, "Property"):

- 1.1 Property. The property commonly known as **~E. 5th St. & State Road 44, Connersville, Fayette County, Indiana**, described on the attached **Exhibit A** ("Land") together with all buildings, improvements and fixtures constructed or located on the Land ("Buildings") and all easements of record and rights benefiting or appurtenant to the Land (collectively the "Property"), subject to all existing legal rights-of-way, easements, conditions and restrictions of record.
- 1.2 Access. The subject parcel currently has limited public access or right of entry. The buyer will be responsible for gaining legal access to the property. Ingress/Egress permits may be submitted to the Department of Transportation and approved or denied at the agencies sole discretion. No assurance of such a permit is expressed or implied.
- 1.3 Personal Property. No personal property is being sold or conveyed as a part of this Purchase Agreement.

2. Purchase Price, Buyer's Premium, and Manner of Payment. The total purchase price ("Purchase Price") to be paid for the Property shall be ____ Dollars (\$____). The Purchase Price shall be payable as follows:

- 2.1 In conjunction with execution of this Agreement (the "Execution Date"), Buyer shall submit _____ Dollars (\$____) to Seller as earnest money ("Earnest Money"). In the event this Agreement is not accepted by Seller, the Earnest Money shall be promptly returned to Buyer. Upon acceptance of this Offer by Seller, such Earnest Money shall secure the Buyer's performance of this Agreement and in the event of a default by Buyer in the performance of its obligations herein specified, Seller shall have the right to terminate this Agreement and the Earnest Money shall be paid to Seller as liquidated damages as Seller's sole remedy at law or in equity; and
- 2.2 The balance of the Purchase Price, subject to adjustments as set forth herein, shall be payable in certified funds or by electronic transfer of funds on the "Closing Date" (as hereinafter defined).
- 2.3 In addition to the Purchase Price, Buyer shall, at Closing as hereinafter defined, pay Seller's representative a 10% Buyer's premium pursuant to the terms of a separate addendum to this Agreement.

3. Contingencies and Inspection Period. The obligation of the Seller is contingent upon approval of the transaction contemplated by this Agreement as required by **IC 4-13-2-14.1, IC 4-13-2-14.2 and IC 4-20.5-7**.

4. Closing. In the event that Seller has accepted this Agreement and the parties proceed to closing, the closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur within thirty (30) days following State approval as set forth above (the "Closing Date"), **such final closing is subject to and conditional upon approval by the Office of the Governor and the Indiana Attorney General**, unless extended by mutual agreement of the parties. The Closing shall take place at a time, place, and on a date agreeable by Seller and Buyer. The Buyer will be responsible for title fees, escrow fees, and costs charged by the company with whom the earnest money is deposited as outlined in Section 5.1.

4.1 Seller's Closing Documents. On the Closing Date, Seller shall have executed and delivered or caused to be delivered to Buyer the following (collectively, "Seller's Closing Documents"), all in form and content reasonably satisfactory to Buyer:

4.1.1 Deed. A Quitclaim Deed conveying the Property to Buyer, **an exemplar of such Quitclaim Deed is attached hereto as Exhibit B**.

4.1.2 Documents. Copies of all contracts, permits and warranties affecting the Property that will survive the Closing, if any.

4.1.3 Sales Disclosure Form. An Indiana sales disclosure form.

4.1.4 Other Documents. All other documents reasonably determined by Buyer to be necessary to transfer title to the Property to Buyer free and clear except Permitted Exceptions to Title.

4.2 Buyer's Closing Documents. On the Closing Date, Buyer will execute and deliver to Seller the following (collectively, "Buyer's Closing Documents"):

4.2.1 Purchase Price. Funds representing the Purchase Price, by electronic transfer of immediately available funds.

4.2.2 Assumption of Contracts, Permits, Warranties and Miscellaneous Documents. An Assumption of Contracts, Permits and Warranties, if any, assuming Seller's obligations under such documents.

4.2.3 Sales Disclosure Form. An Indiana sales disclosure form.

4.2.4 Other Documents. All other documents reasonably determined by Seller or Title Company to be necessary to complete the transaction contemplated by this Agreement.

5. Allocation of Costs. Seller and Buyer agree to the following allocation of costs regarding this Agreement:

5.1 Title Insurance and Closing Fee. Buyer shall be solely responsible for the payment of all premiums and fees associated with title insurance, including any and all closing fees or recording charges. Buyer shall be responsible for payment, at or before Closing, of search fees charged by the title company from whom Seller obtained a preliminary title review and commitment. Unless waived by the title company, said closing fees shall be payable by Buyer whether or not Buyer obtains a policy of title insurance.

5.2 Taxes and Assessments. The Property being conveyed is owned by the State of Indiana and is exempt from all real property taxes. The Seller shall assume no responsibility or liability for any real property taxes or other assessments from which it is statutorily exempt. Buyer shall be solely responsible for, and indemnify Seller against, any and all real property taxes assessed with respect to the Real Property on or after Closing.

5.3 Utilities. Seller shall either ensure that utility service to the Property is disconnected as of the Closing Date or shall cooperate with Buyer in having such utility services transferred to Seller's account. All contracts relating to operating the Property shall be canceled as of the Closing Date.

5.4 Attorney's Fees. Each of the parties will pay its own attorney's fees.

6. Evidence of Title. In the event that Buyer does not order and receive a commitment for title insurance, Seller shall, at its expense, within ten (10) days after written request from Buyer, furnish to Buyer a copy of the documents by which the State obtained or otherwise holds title or a letter from the State Land Office describing the documents by which the State obtained and otherwise holds title. Seller will cooperate with the Buyer or its title company in clarifying or resolving any perceived deficiencies or clouds in the title, but shall not be required to incur any expense beyond commitment of the time of the State Land Office. If such issues cannot be resolved to Buyer's satisfaction, Buyer may terminate this Agreement, and the Earnest Money, if any, shall be returned.

7. Maintenance of the Real Property Prior to Closing. During the period from the date of Seller's acceptance of this Agreement to the Closing Date, Seller shall maintain the Property and improvements in a reasonably prudent manner. Seller shall execute no contracts, leases or other agreements regarding the Property between the date hereof and the Date of Closing that are not terminable on or before the Closing Date, without the prior written consent of Buyer, which consent may be withheld by Buyer at its sole discretion.

8. Representations and Warranties by Seller. Seller represents and warrants to Buyer as follows:

8.1 Existence; Authority. Seller has the requisite power and authority to enter into and perform this Agreement and to execute and deliver Seller's Closing Documents; such documents have been duly authorized by all necessary action.

8.2 Contracts. Seller has made available to Buyer a correct and complete copy of any Contract and its amendments which will survive a closing hereunder, if any.

8.3 Operations. Seller has received no written notice of actual or threatened cancellation or suspension of any utility services for any portion of the Property. Seller has received no written notice of actual or threatened special assessments or reassessments of the Property.

8.4 Litigation. To Seller's knowledge, there is no litigation or proceeding pending or threatened against or relating to the Property, nor does Seller know of or have reasonable grounds to know of any basis for any such action or claim.

8.5 Physical Condition. Seller makes no representation or warranty concerning the physical condition of the Property and puts Buyer to the obligation to satisfy itself pursuant to the contingency contained in Section 3 above.

9. Casualty; Condemnation. If all or any part of the Property is materially damaged by fire, casualty, the elements or any other cause, Seller shall immediately give notice to Buyer, and Buyer shall have the right to terminate this Agreement and receive back all Earnest Money by giving notice within thirty (30) days after Seller's notice. If eminent domain proceedings are threatened or commenced against all or any part of the Property, Seller shall immediately give notice to Buyer, and Buyer shall have the right to terminate this Agreement and receive back all Earnest Money by giving notice within thirty (30) days after Seller's notice. Termination of this Agreement and return of all Earnest Money are Seller's sole remedies

10. Notices. Any notice required or permitted hereunder shall be given by personal delivery upon an authorized representative of a party hereto; or if mailed by United States certified mail, return receipt requested, postage prepaid; or if transmitted by facsimile copy followed by mailed notice; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Seller: Commissioner
Indiana Department of Administration
402 W. Washington St., W479
Indianapolis, IN 46204

With Copy to: Attorney General
Office of the Indiana Attorney General
302 W. Washington St.
Indianapolis, IN 46204

If to Buyer:

With a Copy to:

Notices shall be deemed effective on the date of receipt. Any party may change its address for the service of notice by giving notice of such change ten (10) days prior to the effective date of such change.

11. Miscellaneous. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement, and no waiver of any of its terms will be effective unless in a writing executed by the parties. This Agreement binds and benefits the parties and their successors and assigns. This Agreement has been made under the laws of the State of Indiana, and any suit must be brought in an Indiana court of competent jurisdiction.

12. Remedies. If Buyer defaults, and if Buyer fails to cure such default within ten (10) days of the date of notice of such default from Seller, then Seller shall have the right to terminate this Agreement by giving written notice of termination to Buyer. In the event of termination Seller will receive the Earnest Money as liquidated damages, time being of the essence of this Agreement. The termination of this Agreement and retention of the Earnest Money will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages or specific performance. Buyer's sole remedy for any default by Seller shall be termination of this Agreement and return of the Earnest Money.

13. Buyer's Examination. Buyer is relying solely upon its own examination of the Property and inspections in determining its physical condition, character, and suitability for Buyer's intended use of the Property and is not relying upon any representation by Seller or any broker, except for those made by Seller directly to Buyer in writing in **Exhibit C, which is attached to this agreement**. Buyer agrees and acknowledges that it is accepting the Property "**AS IS**" subject to all faults of every kind and nature whatsoever, whether latent or patent, and whether now or

hereafter existing, and Buyer acknowledges that it has based its decision to purchase the Property solely upon information obtained independently by Buyer. Buyer shall sign a Hold Harmless Affidavit, **an exemplar of such Hold Harmless Affidavit is attached hereto as Exhibit D**. Buyer shall acquire the Property subject to all laws imposed upon the Property by any governmental or quasi-governmental authority having jurisdiction thereof. Buyer represents and warrants to Seller that Buyer has not relied, and will not rely, upon the representation or statement, or the failure to make any representation or statement, by Seller or Seller's agents, employees or by any person acting or purporting to act on the behalf of Seller with respect to the physical condition of the Property.

14. Compliance with Telephone Privacy. As required by IC 5-22-3-7:

(1) The Buyer and any principals of the Buyer certify that (A) the Buyer, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Buyer will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Buyer and any principals of the Buyer certify that an affiliate or principal of the Buyer and any agent acting on behalf of the Buyer or on behalf of an affiliate or principal of the Buyer (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

15. Withdrawal of Offer. This Agreement shall be deemed to be withdrawn, unless accepted by Seller, after one-hundred-fifty (150) days of delivery to Seller. In the event of a withdrawal under this section, Buyer shall be entitled the return of the Earnest Money.

16. Additional terms.

17. Non-Collusion and Acceptance. The undersigned attests, subject to the penalties for perjury, that he/she is the Buyer, or that he/she is the properly authorized representative, agent, member or officer of the Buyer, that he/she has not, nor has any other member, employee, representative, agent or officer of the Buyer, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this Property Purchase Agreement other than that which appears upon the face of this Agreement.

In Witness Whereof, Buyer and the Seller have, through their duly authorized representatives, entered into this Property Purchase Agreement. The parties, having read and understood the foregoing terms, do by their respective signatures dated below hereby agree to the terms thereof.

BUYER:

Signature

Printed Name

Title

BUYER SHALL TAKE TITLE OF THE PROPERTY AS FOLLOWS:

BUYERS PRIMARY ADDRESS:

SELLER:

State of Indiana acting through the Indiana Department of Administration.

By _____
For:

EXHIBIT "A"

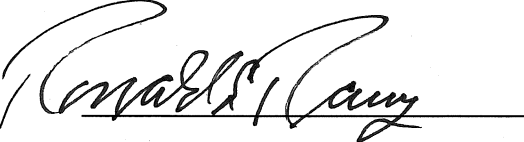
Part of the Lands acquired by the State of Indiana as recorded in Deed Book 93, Page 135 in the Office of the Recorder of Fayette County, Indiana.

Land Acq. Code 2848
Road SR 1
Parcel 21-Excess Land

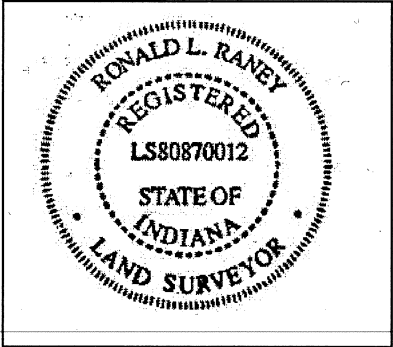
sheet 1 of 2

A part of the Northeast Quarter of Section 25, Township 14 North, Range 12 East, Fayette County, Indiana, described as follows: Commencing at the west end of the Whitewater Bridge on the north line of East Fifth Street in the City of Connersville; thence westwardly on the north line of said Street 74.5 feet (the foregoing portion of this description beginning with the words "Commencing at" is quoted from Deed Book 7, page 271); thence North 16 degrees 17 minutes 55 seconds West 42.32 feet to the point of beginning of this description, (said point of beginning is also described as follows: Commencing at the northeast corner of the Northeast Quarter of said section; thence South 0 degrees 47 minutes 00 seconds East 1,348.64 feet along the east line of said section; thence North 73 degrees 24 minutes 00 seconds West 551.50 feet; thence North 78 degrees 00 minutes 00 seconds West 105.42 feet to the eastern line of the land sold on contract to James P. Antle et ux.; thence North 16 degrees 17 minutes 55 seconds East 42.32 feet along said eastern line to the northern boundary of SR 1 and said point of beginning); thence North 16 degrees 17 minutes 55 seconds East 122.68 feet to the northwest corner of the lands conveyed to the State of Indiana described in Book 93 page 135; thence 74.50 feet eastwardly along the north line of said lands and parallel with the north line of said East Fifth Street to the northeast of said lands conveyed to the State of Indiana; thence southwardly along the east line of said lands conveyed to the State of Indiana, on a line at an angle of 90 degrees with the center line of East Fifth Street to point, said point being at station 56+91.26, 85 feet right of Line "A" INDOT RW Project Land Acquisition Code 2848; thence westwardly along the boundary of SR 1 to the point of beginning and containing 0.195 acres, more or less.

The above legal description was prepare for the Indiana Department of Transportation by Ronald L. Raney a registered land surveyor in the State of Indiana, from existing INDOT records. No field survey was done and no corners were set.



Ronald L. Raney LS80870012



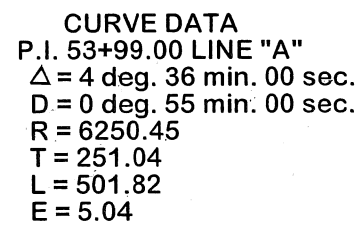


EXHIBIT B

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that the STATE OF INDIANA, acting through the Governor of the State of Indiana and the Commissioner of the Indiana Department of Administration, or their respective designees, and by the authority of Indiana Code 4-20.5-7-11, RELEASES and QUITCLAIMS to:

for good, valuable, and sufficient consideration, receipt of which is hereby acknowledged, the real property located in _____ County, Indiana and more fully described on Exhibit A, attached hereto and incorporated fully herein.

Subject to all existing legal rights-of-way, easements, conditions, and restrictions of record.

IN WITNESS WHEREOF, the undersigned have executed the foregoing Quitclaim Deed on behalf of the State of Indiana this _____ day of _____ 2011.

**David L. Pippen, Designee for
Mitchell E. Daniels, Jr. Governor**

State of Indiana)

County of Marion)

ss:

Before me, a Notary in and for said County and State, personally appeared David L. Pippen, designee of the Governor of Indiana pursuant to IC 4-20.5-7-17 (b), and acknowledged execution of the foregoing Quitclaim Deed this _____ day of _____ 2011.

Notary signature: _____

Notary name printed: _____

My commission expires: _____ I reside in _____ County

[illegible]

My commission expires: _____ I reside in _____ County


Filed in Indiana State Land Office:

This instrument prepared by Tim A. Grogg Esq. (Attorney No. 7316-03), Legal Counsel, Indiana Department of Administration, 402 West Washington Street, W 479, Indianapolis, IN 46204. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

EXHIBIT C

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CATEGORICAL EXCLUSION LEVEL 1 FORM**Date:** November 22, 2013☒ **Initial Version**☐ **Additional Information to CE Level 1 Dated:** _____**Purpose of this document:**☐ CE Level 1 documentation for exempted projects☒ State-funded categorical exemption documentation**Approval CE Level 1 or State-Funded CE:**
Environmental Scoping Manager or
Environmental Policy Manager4/25/13
Date**PROJECT INFORMATION**

County, Route	Connersville, Fayette County, IN – SR1	Des Number	LA Code 2848
Purpose and Need:	INDOT and IDOA recognize that state-owned excess right-of-way exists at various locations throughout the state. This land provides no function to the state highway system in terms of serviceability or maintenance, and prohibits development of the property for productive use for residential, commercial, agricultural, or other private or public use. Additionally, state-ownership of land may reduce the availability of real estate that is subject to property taxation; revenue which could benefit the community as a whole. Selling such excess parcels of land would benefit the above causes, as well as providing the potential for additional revenue to the state from the proceeds of the sale.		
Project Description:	This State CE is being prepared because the parcel was purchased at least in part with federal funding, thus selling the property would constitute federal involvement and require NEPA documentation. This action has been approved by the INDOT Environmental Services Division as a State CE-1.		
Other Alternatives Considered:	N/A		
Project Termini:	N/A		
Funding Source(s):	<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local <input type="checkbox"/> Other	Estimated Cost	N/A
Project Sponsor:	INDOT/IDOA	Project Length	N/A

Name and organization of CE Level 1 Preparer:

Toni Lynn Giffin, Indiana Department of Transportation, Environmental Services

INDOT ES/District Env.
Reviewer Signature:

Date: 11/24/13

SCOPE OF THE PROPOSED ACTION			
Public Involvement*		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	No public hearing is required for a project of this type under INDOT's FHWA-approved public involvement guidelines.		
Right-of-way (permanent and temporary, in acres)		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	The entire parcel lies within existing right-of-way. No additional right-of-way needed for this action.		
Disruption to public facilities/services (such as schools, emergency service)		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	There are no public facilities/services that will be disrupted by this project		
Involvement with existing bridge(s) (Include structure number(s))		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	This action has no involvement with bridge(s) or small structures.		

* Limited public involvement, CE-1 level projects will typically have no public hearing opportunity offered.

INVOLVEMENT WITH RESOURCES			
Surface Waters (streams, rivers, lakes, etc.)		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	There is one (1) river (Whitewater River) located near the property. Disposal of the property would not involve construction, excavation, or demolition activities of any kind, thus there would be no impacts to the Whitewater River (see Attachment D)		
Wetlands (acres)		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	No wetlands were identified on the National Wetlands Inventory map (attached). Disposal of the property would not involve construction, excavation, or demolition activities of any kind, thus there would be no impacts to wetlands. (see Attachment D)		
Disturbance of Terrestrial Habitat (acres)		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	Land use in and near the project is commercial and recreational (Jr. Babe Ruth Park). Terrestrial habitat will not be affected by the project. Disposal of the property would not involve construction, excavation, or demolition activities of any kind, thus there would be no impacts to this terrestrial habitat.		
Karst Features		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	The subject parcel is not located within the Karst Memorandum of Understanding (MOU) Potential Karst Features Region. The sale of the subject parcel is not anticipated to impact any karst features.		
Threatened and Endangered Species		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	Research into the Indiana Heritage database revealed no ETR species within a ½ mile radius of the subject parcels. The sale of the subject parcels is not expected to impact ETR species or natural communities.		
Drinking Water Resources		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	The project is not located within the St. Joseph Aquifer System, the only sole source aquifer in Indiana. The Indiana Department of Environmental Management's Wellhead Proximity Determinator website (http://idemmaps.idem.in.gov/whpa/) was accessed on November 15, 2013 by INDOT ES. The required		

INVOLVEMENT WITH RESOURCES			
	<p>project location data was provided and it was determined that this project is not located within a Wellhead Protection Area. (see Attachment D)</p> <p>The IDNR Water Well Record Database (http://www.in.gov/dnr/water/3595.htm) was accessed on November 15, 2013 by INDOT ES. The required project location data was provided and it was determined that this project area does not contain any Water Wells. (see Attachment D)</p>		
Flood Plains (note transverse or longitudinal impact)		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/> Possible: <input type="checkbox"/>
Comments:	The project does not encroach upon the HUD Special Flood Hazard Area. The project is not located in a regulatory floodplain as determined from available FEMA flood plain maps (see Attachment D).		
Farmland (acres)		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/> Possible: <input type="checkbox"/>
Comments:	None of the land within the project limits meets the definition of farmland under the Farmland Protection Policy Act (FPPA). The requirements of the FPPA do not apply to this project.		
Cultural Resources		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/> Possible: <input type="checkbox"/>
Comments:	<p>Coordination was conducted with the INDOT Cultural Resources Office (CRO) to determine if historical or archaeological resources are present within the excess parcel. Per response dated September 17, 2013 (see Attachment B)INDOT CRO stated:</p> <p>Two archaeological surveys were conducted for the replacement of the SR 1 bridge of West Fork of the Whitewater River in Connersville (DeRegnaucourt 1985 and Burkett 1990). Both surveys noted "prodigious amounts of fill" throughout the project area. From Google Streetview it does indeed appear that the parcel is situated on a man-made landform. Both surveys failed to identify archaeological resources in the project area. SHPO concurred with the results of the reconnaissances on March 19, 1986 and July 10, 1991. Therefore, no further archaeological work is required prior to the disposal of this parcel.</p> <p>With regard to above-ground resources, no buildings are located on this parcel. Nonetheless, the State Register of Historic Sites and Structures and National Register of Historic Places lists for Fayette County were checked by an INDOT- Cultural Resources Office (CRO) historian who meets the Secretary of the Interior's Professional Qualification Standards per 36 CFR Part 61. No properties on these lists are located near the parcel. Additionally, the <i>Fayette County Interim Report</i> of the Indiana Historic Sites and Structures Inventory was referenced (1981; East Connersville Scattered Sites). No properties are recorded on this parcel. One property, Site No. 041-131-27003 is recorded adjacent this parcel to the east. It is the SR 44/SR 1 Bridge over the Whitewater River. The recorded structure was built in 1936 and was rated "contributing." However, that structure is no longer extant as it was replaced with a prestressed concrete I-beam bridge in 1996. INDOT-CRO does not think that the sale of this parcel is an activity that has the potential to cause effects on any above-ground resources eligible for or listed in the National Register.</p>		
Section 4(f) and Section 6(f) Resources		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/> Possible: <input type="checkbox"/>
Comments:	This parcel sale is not associated with new temporary or permanent right-of-way or ground disturbing activity. Therefore, this action will have no impacts to properties protected under Section 4(f) and 6(f) regulations.		
Air Quality Impacts		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/> Possible: <input type="checkbox"/>
Comments:	This project is located in Fayette County, which is currently in attainment for all criteria pollutants. Therefore, the conformity procedures of 40 CFR Part 93 do not apply.		
Community/Economic Impacts		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/> Possible: <input type="checkbox"/>

INVOLVEMENT WITH RESOURCES

Comments:	The project will not result in the relocation of residences or businesses. The project will not affect community cohesion because it will not change access to properties or within the community. The project will therefore not have a negative impact on low-income populations or minority populations that are of concern for environmental justice consideration.		
Hazardous Materials	No: X	Yes:	Possible:
Comments:	A red flag investigation was completed on September 19, 2013 by INDOT Environmental Services. No potentially hazardous sites were identified in the project vicinity or in the project area		
Permits	No: X	Yes:	Possible:
Comments:	The process of selling these parcels does not lead directly to any action that will disturb aquatic or terrestrial resources, and no environmental permits are needed to advance the sale of this property.		

ENVIRONMENTAL COMMITMENTS:

When selling this parcel it is recommended that the buyer be made aware of the following:

- That on Recreational Facility (Jr. Babe Ruth Park) is located adjacent to the parcel.
- That the parcel is adjacent to the Whitewater River.

THE CATEGORICAL EXCLUSION CANNOT BE PROCESSED AS A LEVEL ONE IF YES IS SELECTED FOR ANY OF THE FOLLOWING ITEMS*:

Formal noise analysis required?	No: X	Yes:
Environmental Justice analysis required?	No: X	Yes:
Right-of-Way acquisition greater than 0.5 acre?	No: X	Yes:
Relocation of residences/businesses/etc.?	No: X	Yes:
Added through-traffic lanes?	No: X	Yes:
Facility on new location or realignment?	No: X	Yes:
Permanent alteration of local traffic pattern?	No: X	Yes:
Section 4(f) and Section 6(f) resource impacts?	No: X	Yes:
Sole Source Aquifer Groundwater Assessment required?	No: X	Yes:
Is the project "Likely to Adversely Affect" Threatened and Endangered Species?	No: X	Yes:
Stream impacts greater than 300 linear feet, or work beyond 75 feet from pavement?	No: X	Yes:
Wetland impacts greater than 0.1 acre?	No: X	Yes:

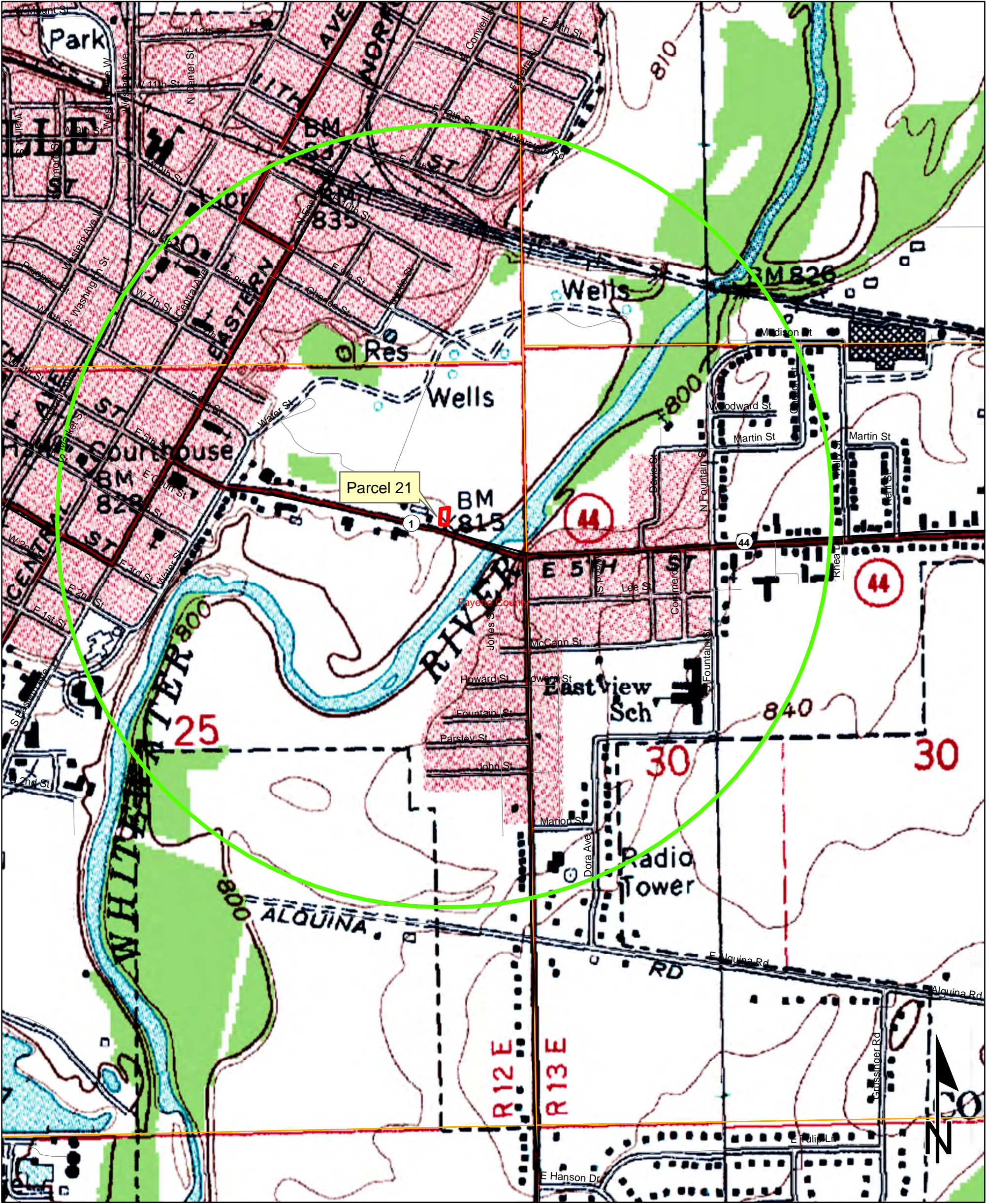
**THE CATEGORICAL EXCLUSION CANNOT BE PROCESSED AS A LEVEL ONE IF YES IS SELECTED
FOR ANY OF THE FOLLOWING ITEMS*:****Does the project have historic bridge involvement, or a Section 106
finding of No Adverse Effect / Adverse Effect?**No: **X**

Yes:

** Please note, this table is not applicable for state funded CE's.*

Appendix A: Location Map

Red Flag Investigation - Site Location Map
SR 1 - Excess Parcel
LA Code 2848, Parcel 21
Fayette County, Indiana



Sources: 0.15 0.075 0 0.15 Miles
Non Orthophotography
Data - Obtained from the State of Indiana Geographical Information Office Library
Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)
Map Projection: UTM Zone 16 N Map Datum: NAD83
This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

CONNERSVILLE QUADRANGLE
INDIANA
7.5 MINUTE SERIES
(TOPOGRAPHIC)

Appendix B:

Cultural Resources (Section 106)

From: Miller, Shaun (INDOT)
Sent: Tuesday, September 17, 2013 7:48 AM
To: Brudis, Karie A
Cc: Carpenter, Patrick A; Kennedy, Mary; Bales, Ronald
Subject: RE: LA Code 2848 Project Data Sheet
Attachments: 2848-21_archaeo clearance.pdf

Karie and Ron,

The majority of this parcel was included in two archaeological surveys conducted for the replacement of the SR 1 bridge of West Fork of the Whitewater River in Connersville (DeRegnaucourt 1985 and Burkett 1990). Both surveys noted "prodigious amounts of fill" throughout the project area. From Google Streetview it does indeed appear that the parcel is situated on a man-made landform. Both surveys failed to identify archaeological resources in the project area. SHPO concurred with the results of the reconnaissances on March 19, 1986 and July 10, 1991. Therefore, no further archaeological work is required prior to the disposal of this parcel.

With regard to above-ground resources, no buildings are located on this parcel. Nonetheless, the State Register of Historic Sites and Structures and National Register of Historic Places lists for Fayette County were checked by an INDOT- Cultural Resources Office (CRO) historian who meets the Secretary of the Interior's Professional Qualification Standards per 36 CFR Part 61. No properties on these lists are located near the parcel. Additionally, the *Fayette County Interim Report* of the Indiana Historic Sites and Structures Inventory was referenced (1981; East Connersville Scattered Sites). No properties are recorded on this parcel. One property, Site No. 041-131-27003 is recorded adjacent this parcel to the east. It is the SR 44/SR 1 Bridge over the Whitewater River. The recorded structure was built in 1936 and was rated "contributing." However, that structure is no longer extant as it was replaced with a prestressed concrete I-beam bridge in 1996. INDOT-CRO does not think that the sale of this parcel is an activity that has the potential to cause effects on any above-ground resources eligible for or listed in the National Register.

Please note: Central Office was also assigned to prepare the CE for this parcel.

Thank you,

Shaun Miller
 Archaeological Team Lead
 INDOT, Cultural Resources Office
smiller@indot.in.gov
 (317) 233-6795

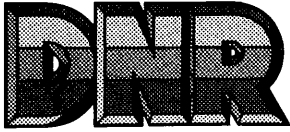
From: Brudis, Karie A
Sent: Tuesday, September 10, 2013 3:39 PM
To: Miller, Shaun (INDOT); Kennedy, Mary
Cc: Carpenter, Patrick A
Subject: LA Code 2848 Project Data Sheet

Please review this document and let me know if there are any questions. Thanks! Karie

[LA Code 2848 CRO Project Data Sheet 09.10.2013.pdf](#)

Karie Ann Brudis
 Environmental Manager II

INDOT – Greenfield District
32 South Broadway
Greenfield, Indiana
317-467-3929



INDIANA DEPARTMENT OF NATURAL RESOURCES

PATRICK R. RALSTON, DIRECTOR

Division of Historic Preservation
and Archaeology
402 W. Washington St., Rm. 274
Indianapolis, Indiana 46204
317-232-1646

This letter clears
excess parcel
2848-21.

July 10, 1991

Curtis H. Tomak
Environmental Assessment Section
Division of Program Development
Indiana Department of Highways
Harrison Building
143 West Market Street, 2nd Floor
Indianapolis, Indiana 46204

Dear Mr. Tomak:

We have reviewed the archaeological report for the replacement of the State Road 1 bridge over the West Fork of Whitewater River in Connersville [Project ST-243-4(C)], Fayette County, Indiana.

We concur with the findings of the report; therefore, no known archaeological sites listed on or eligible for inclusion in the National Register of Historic Places will be affected by this project.

If any archaeological artifacts or sites are uncovered during construction, federal law and regulations (16 USC 470, et seq.; 36 CFR 800.11, et al.) and, additionally, state law (Indiana Code 14-3-3.4), require that work must stop and that the discovery must be reported to the Division of Historic Preservation and Archaeology within two (2) business days.

We appreciate the opportunity to be of service.

Very truly yours,

 Patrick R. Ralston
State Historic Preservation Officer

PRR:SBG:tw

"EQUAL OPPORTUNITY EMPLOYER"



PRINTED ON RECYCLED PAPER

Supplemental Archaeological Review

for

INDOT Project: ST-243-4(C)

Structure: 1-26-7465

Replacement of the SR 1 bridge over the West Fork
of the Whitewater River in Connorsville, Fayette County

December 10, 1990

Frank N. Burkett

Archaeologist

Indiana Department of Transportation
100 N. Senate Avenue
Indianapolis, Indiana 46204

DOT proposes to replace the SR 1 bridge over the West Fork of the Whitewater River in Connersville, Fayette County. As originally proposed, the project would have been one half mile length with a maximum right-of-way (r/w) width of 110 feet. DeRegnaucourt (1985) conducted an archaeological reconnaissance of the area including records checks by Beard 1985, and Tomak 1985) and found that the area was heavily disturbed due to construction. He further states that the area had been covered by "prodigious amounts of fill." No archaeological sites were found and it was recommended that the project be allowed to proceed as planned.

Since the previous survey, the project has been revised. As now proposed, the project length will be 2940 feet with a maximum r/w width of 175 feet. The maximum right-of-way take will occur in a parking lot. Approximately 150 feet of r/w will be required along the existing corridor at the stream crossing.

Overview 12-7-90

An overview of the project area was accomplished by walking the length of the project on both sides of SR 1 (Fifth Street). The overview confirmed that DeRegnaucourt's (1985) original findings held true for the revised project area. To wit, the area is heavily disturbed by commercial and residential development (with associated underground utilities) and is indeed covered by "prodigious amounts of fill." About 200' of scrub/shrub or old field habitat was located along the project corridor just east of the river. The land in this area, though not developed, was heavily disturbed by placement of underground utilities (sewer, gas, and water lines), previous agricultural activities, access roads, filling, etc.

Conclusions and Recommendations

Given the foregoing, it is unlikely that significant archaeological deposits exist within the project limits. If significant archaeological deposits were extant prior to development (which does not appear likely given the general lay of the land), there is a slight possibility that such sites might remain preserved under the "prodigious" layer of fill that virtually encapsulates the project area. Such sites would not be amenable to exploration by ordinary archaeological survey techniques. Given that such buried sites are unlikely in this area, heroic actions (such as deep trenching with backhoes) are not recommended.

Therefore, given the above circumstances, the proposed project should be allowed to proceed as planned without further archaeological assessment.

As always, if archaeological material ("arrowheads", burials, "fire pits", etc. . .) is encountered during the construction of this project:

- 1) Work in the area of the find is to stop,
- 2) The INDOT engineer in charge of construction is to be notified of the find, and
- 3) Archaeologists representing INDOT must evaluate the find before work is allowed to continue in the area.

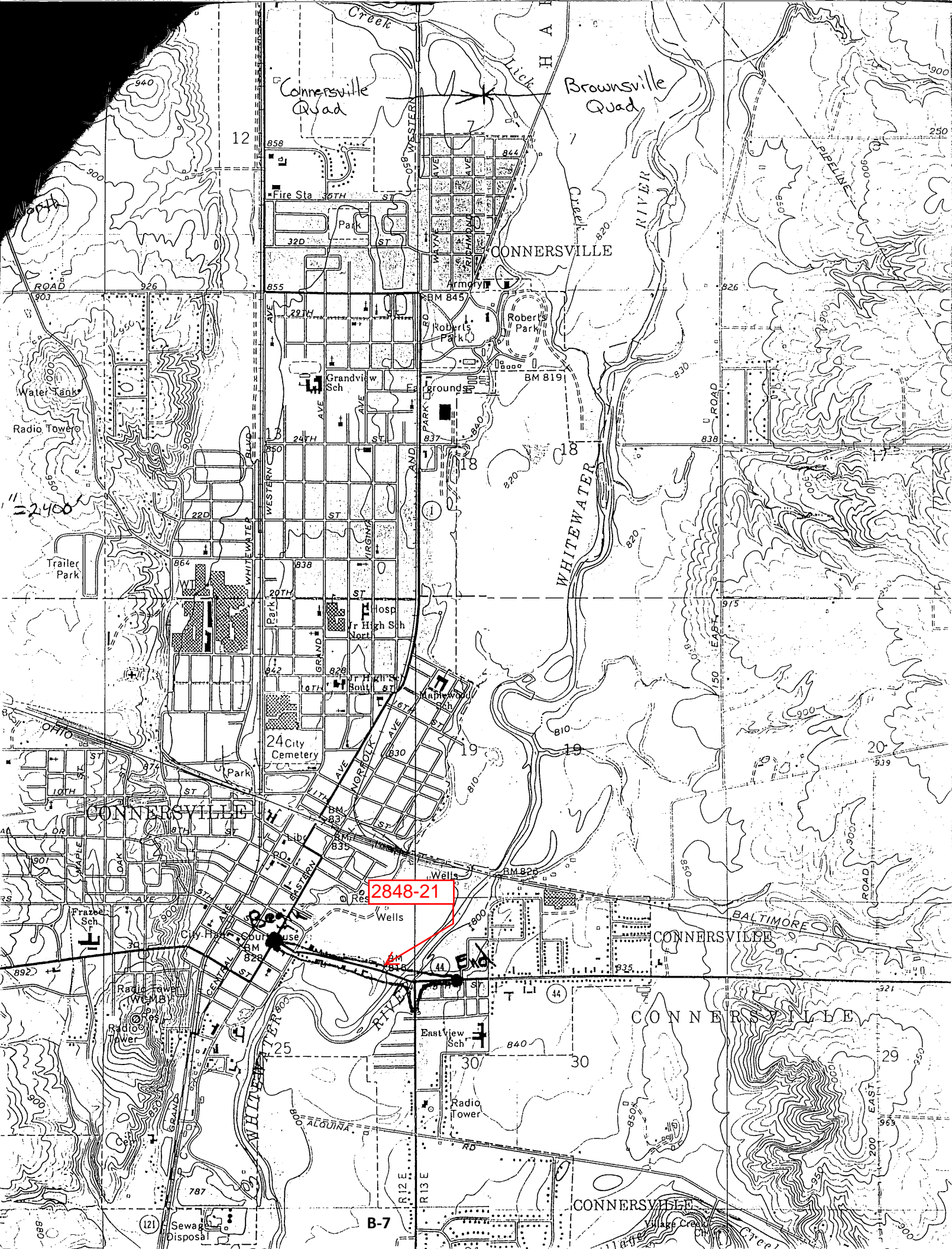
Failure to follow these procedures may be considered a violation of INDOT standard specifications, Indiana Code 310 IAC 20, and the National Historic Preservation Act. Such violations may result in a forfeiture of federal funds and/or criminal prosecution.

References

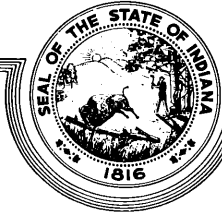
Beard, Thomas C.
1985 Records check (form) for IDOH Project: FR-068-9(1). Ms. on file with
 INDOT Environmental Section

DeRegnaucourt, Robert A.
1985 Archaeological Reconnaissance of Project FR-068-9(1). . . ad nauseum,
 Fayette County, Indiana. Ms. on file with INDOT Environmental Section

Tomak, Curtis H.
1985 Records check (form) for IDOH Project: FR-068-9(1). Ms. on file with
 INDOT Environmental Section



STATE OF INDIANA



INDIANAPOLIS, 46204

DEPARTMENT OF NATURAL RESOURCES

State Office Building

James M. Ridenour

DIRECTOR

March 19, 1986

E. M. Ames, Chief
Division of Location & Environment
Room 1101, State Office Building
Indianapolis, Indiana 46204

Letter clears
2848-21.

Re: IDOH Project FR-068-9(1)

Dear Mr. Ames:

We have reviewed the archaeological reconnaissance report submitted for the proposed reconstruction of State Road 1 from Eastern Avenue to East of the bridge over the West Fork of the Whitewater River in Connersville, Fayette County, Indiana.

We concur with the findings of the report; therefore no known archaeological sites listed on or eligible for inclusion in the National Register of Historic Places will be affected by this project.

We appreciate the opportunity to be of service.

Very truly yours,

James M. Ridenour
State Historic Preservation Officer

JMR:LT:lgb

1

WBE
JF

ARCHAEOLOGICAL RECONNAISSANCE OF PROJECT FR-068-9(1), THE
RECONSTRUCTION OF S.R. 1 FROM EASTERN AVENUE TO EAST OF THE BRIDGE
OVER THE WEST FORK OF THE WHITEWATER RIVER IN CONNERSVILLE IN FAYETTE
COUNTY, INDIANA

Prepared for the
Indiana Department of Highways
by

Robert A. DeRegnaucourt

Robert A. (Tony) DeRegnaucourt
Consulting Archaeologist
November 20, 1985

Appendix C:

Red Flag Investigation



INDIANA DEPARTMENT OF TRANSPORTATION

Driving Indiana's Economic Growth

100 North Senate Avenue
Room N642
Indianapolis, Indiana 46204-2216 (317) 232-5348 FAX: (317) 233-4929

Michael R. Pence, Governor
Karl B. Browning, Commissioner

Date: September 20, 2013

To: Marlene Mathas
Hazardous Materials Unit
Environmental Services
Indiana Department of Transportation
100 N Senate Avenue, Room N642
Indianapolis, IN 46204

From: Toni Lynn Giffin
Environmental Services - NEPA
Indiana Department of Transportation
100 North Senate Avenue Room N642
Indianapolis, IN 46204

Re: RED FLAG INVESTIGATION
LA 2848, Excess parcel 21
SR 1
Connersville, Fayette County, Indiana

NARRATIVE

The subject parcel was acquired by INDOT (Indiana Department of Transportation) for right-of-way purposes. INDOT has decided that this surplus land will not be needed for right-of-way or other transportation purposes within the foreseeable future. A legal description of parcel 21 is as follows:

Parcel 21-Excess Land

A part of the Northeast Quarter of Section 25, Township 14 North, Range 12 East, Fayette County, Indiana, described as follows: Commencing at the west end of the Whitewater Bridge on the north line of East Fifth Street in the City of Connersville; thence westwardly on the north line of said Street 74.5 feet (the foregoing portion of this description beginning with the words "Commencing at" is quoted from Deed Book 7, page 271); thence North 16 degrees 17 minutes 55 seconds West 42.32 feet to the point of beginning of this description, (said point of beginning is also described as follows: Commencing at the northeast corner of the Northeast Quarter of said section; thence South 0 degrees 47 minutes 00 seconds East 1,348.64 feet along the east line of said section; thence North 73 degrees 24 minutes 00 seconds West 551.50 feet; thence North 78 degrees 00 minutes 00 seconds West 105.42 feet to the eastern line of the land sold on contract to James P. Antle et ux.; thence North 16 degrees 17 minutes 55 seconds East 42.32 feet along said eastern line to the northern boundary of SR 1 and said point of beginning); thence North 16 degrees 17 minutes 55 seconds East 122.68 feet to the northwest corner of the lands conveyed to the State of Indiana described in Book 93 page 135; thence 74.50 feet eastwardly along the north line of said lands and parallel with the north line of said East Fifth Street to the northeast of said lands conveyed to the State of Indiana; thence southwardly along the east line of said lands conveyed to the State of Indiana, on a line at an angle of 90 degrees with the center line of East Fifth Street to point, said point being at station 56+91.26, 85 feet right of Line "A" INDOT R/W Project Land Acquisition Code 2848; thence westwardly along the boundary of SR 1 to the point of beginning and containing 0.195 acres, more or less.

www.in.gov/dot/

An Equal Opportunity Employer

SUMMARY

Infrastructure			
Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
Religious Facilities	N/A	Recreational Facilities	2
Airports	N/A	Pipelines	N/A
Cemeteries	N/A	Railroads	7
Hospitals	N/A	Trails	3
Schools	1	Managed Lands	N/A

Explanation:

Recreational Facilities: There are two (2) Recreational Facilities located within the ½ mile buffer. Buyer should be notified that one (1) Recreational Facility (Jr. Babe Ruth Park) is located near the parcel.

Railroads: There are seven (7) Railroads located within the ½ mile buffer. The presence of these Railroads will not impact the sale of the parcel.

Trails: There are three (3) Trails located within the ½ mile buffer. The presence of these Trails will not impact the sale of the parcel.

Schools: There is one (1) School located within the ½ mile buffer. The presence of this School will not impact the sale of the parcel.

Water Resources			
Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
NWI - Points	N/A	NWI - Wetlands	10
Karst Springs	N/A	IDEM 303d Listed Lakes	N/A
Canal Structures – Historic	N/A	Lakes	2
NWI - Lines	1	Floodplain - DFIRM	8
IDEM 303d Listed Rivers and Streams (Impaired)	N/A	Cave Entrance Density	N/A
Rivers and Streams	3	Sinkhole Areas	N/A
Canal Routes - Historic	N/A	Sinking-Stream Basins	N/A

Explanation:

NWI – Wetlands: There are ten (10) Wetlands located within the ½ mile buffer. The presence of these Wetlands will not impact the sale of the parcel.

Lakes: There are two (2) Lakes located within the ½ mile buffer. The presence of these Lakes will not impact the sale of the parcel.

NWI – Lines: There is one (1) NWI - Line located within the ½ mile buffer. The presence of this NWI - Line will not impact the sale of the parcel.

Floodplain – DFIRM: There are eight (8) Floodplains located within the ½ mile buffer. Buyer should be informed that the northeast corner of the parcel lies within a Floodplain.

Rivers and Streams: There are three (3) Rivers located within the ½ mile buffer. Buyer should be informed that the parcel is near a River (Whitewater River).

Mining/Mineral Exploration			
Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
Petroleum Wells	N/A	Petroleum Fields	N/A
Mines – Surface	N/A	Mines – Underground	N/A

Explanation:

There are no Mining/Mineral Exploration Resources located within the ½ mile buffer.

Hazmat Concerns			
Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
Brownfield Sites	N/A	Restricted Waste Sites	N/A
Corrective Action Sites (RCRA)	N/A	Septage Waste Sites	N/A
Confined Feeding Operations	N/A	Solid Waste Landfills	N/A
Construction Demolition Waste	N/A	State Cleanup Sites	3
Industrial Waste Sites (RCRA Generators)	3	Tire Waste Sites	N/A
Infectious/Medical Waste Sites	N/A	Waste Transfer Stations	N/A
Lagoon/Surface Impoundments	N/A	RCRA Waste Treatment, Storage, and Disposal Sites (TSDs)	N/A
Leaking Underground Storage Tanks (LUSTs)	8	Underground Storage Tanks	15
Manufactured Gas Plant Sites	N/A	Voluntary Remediation Program	N/A
NPDES Facilities	N/A	Superfund	N/A
NPDES Pipe Locations	1	Institutional Control Sites	3
Open Dump Sites	N/A		

Explanation:

State Cleanup Sites: There are three (3) State Cleanup Sites located within the ½ mile buffer. The presence of these State Cleanup Sites will not impact the sale of the parcel.

Industrial Waste Sites (RCRA Generators): There are three (3) Industrial Waste Sites located within the ½ mile buffer. The presence of these Industrial Waste Sites will not impact the sale of the parcel.

Leaking Underground Storage Tanks (LUSTs): There are eight (8) LUSTs located within the ½ mile buffer. The presence of these LUSTs will not impact the sale of the parcel.

Underground Storage Tanks: There are fifteen (15) Underground Storage Tanks located within the ½ mile buffer. The presence of these Underground Storage Tanks will not impact the sale of the parcel.

NPDES Pipe Locations: There is one (1) NPDES Pipe Locations located within the ½ mile buffer. The presence of this NPDES Pipe Locations will not impact the sale of the parcel.

Institutional Control Sites: There are three (3) Institutional Control Sites located within the ½ mile buffer. The presence of these Institutional Control Sites will not impact the sale of the parcel.

Ecological Information

The Fayette County listing of the Indiana Natural Heritage Data Center information on endangered, threatened, or rare (ETR) species and high quality natural communities is attached with ETR species highlighted.

Research into the Indiana Heritage database revealed no ETR species within a ½ mile radius of the subject parcels. The sale of the subject parcels is not expected to impact ETR species or high quality natural communities.

Cultural Resources

A request for review was made to INDOT Environmental Services, Cultural Resources, and will be submitted under separate documentation.

RECOMMENDATIONS

Include recommendations from each section. If there are no recommendations, please indicate N/A:

INFRASTRUCTURE:

Buyer should be notified that one Recreational Facility (Jr. Babe Ruth Park) is located near the parcel.

WATER RESOURCES:

Buyer should be informed that the parcel lies within a Floodplain.

Buyer should be informed that the parcel is near a River (White River).

MINING/MINERAL EXPLORATION: N/A

HAZMAT CONCERNS: N/A

ECOLOGICAL INFORMATION: N/A

CULTURAL RESOURCES: A request for review was made to INDOT Environmental Services, Cultural Resources, and will be submitted under separate documentation.

INDOT Environmental Services concurrence:

**Anthony
Johnson**

Digitally signed by Anthony Johnson
DN: cn=Anthony Johnson,
o=Hazardous Materials, ou=INDOT
Environmental Services,
email=awjohnson@indot.in.gov,
c=US
Date: 2013.11.12 14:06:17 -05'00'

(Signature)

Prepared by:

Toni Lynn Giffin

Environmental Manager II

INDOT Environmental Services

Graphics:

A map for each report section with a ½ mile radius buffer around all project area(s) showing all items identified as possible items of concern is attached. If there is not a section map included, please change the YES to N/A:

GENERAL SITE MAP SHOWING PROJECT AREA: YES

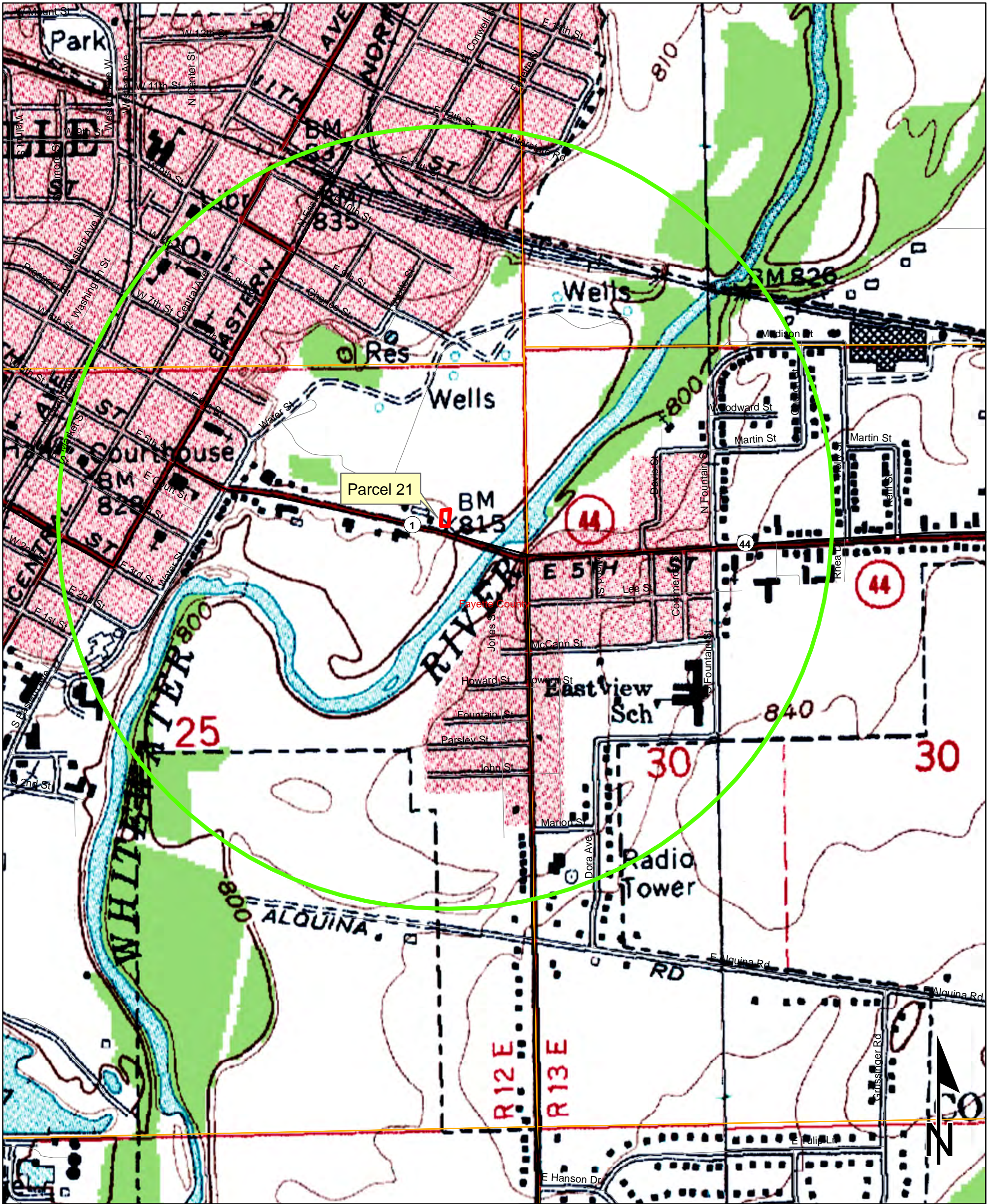
INFRASTRUCTURE: YES

WATER RESOURCES: YES

MINING/MINERAL EXPLORATION: N/A

HAZMAT CONCERNS: YES

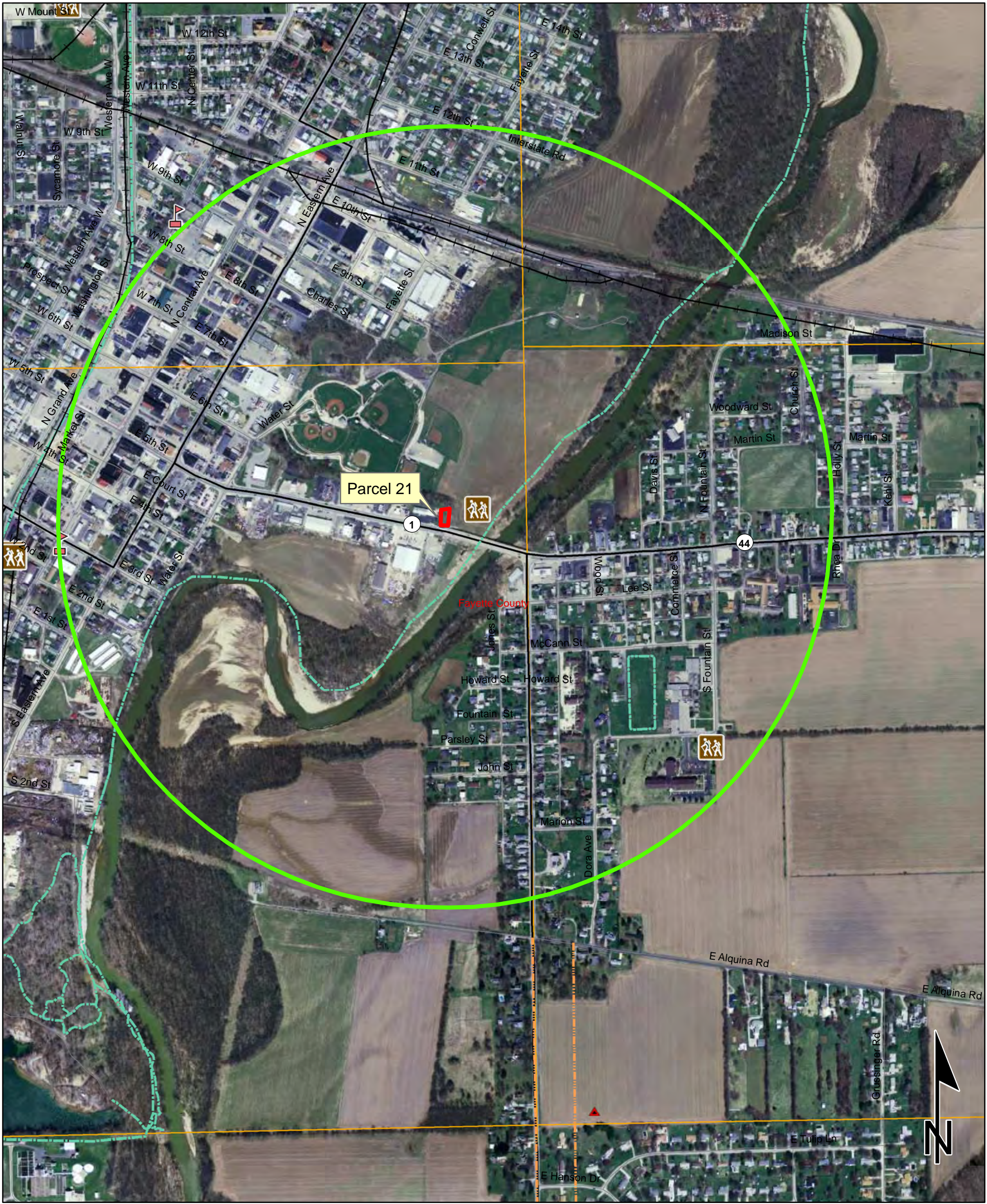
Red Flag Investigation - Site Location Map
SR 1 - Excess Parcel
LA Code 2848, Parcel 21
Fayette County, Indiana



Sources: 0.15 0.075 0 0.15 Miles
Non Orthophotography
Data - Obtained from the State of Indiana Geographical Information Office Library
Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)
Map Projection: UTM Zone 16 N Map Datum: NAD83
This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

CONNERSVILLE QUADRANGLE
INDIANA
7.5 MINUTE SERIES
(TOPOGRAPHIC)

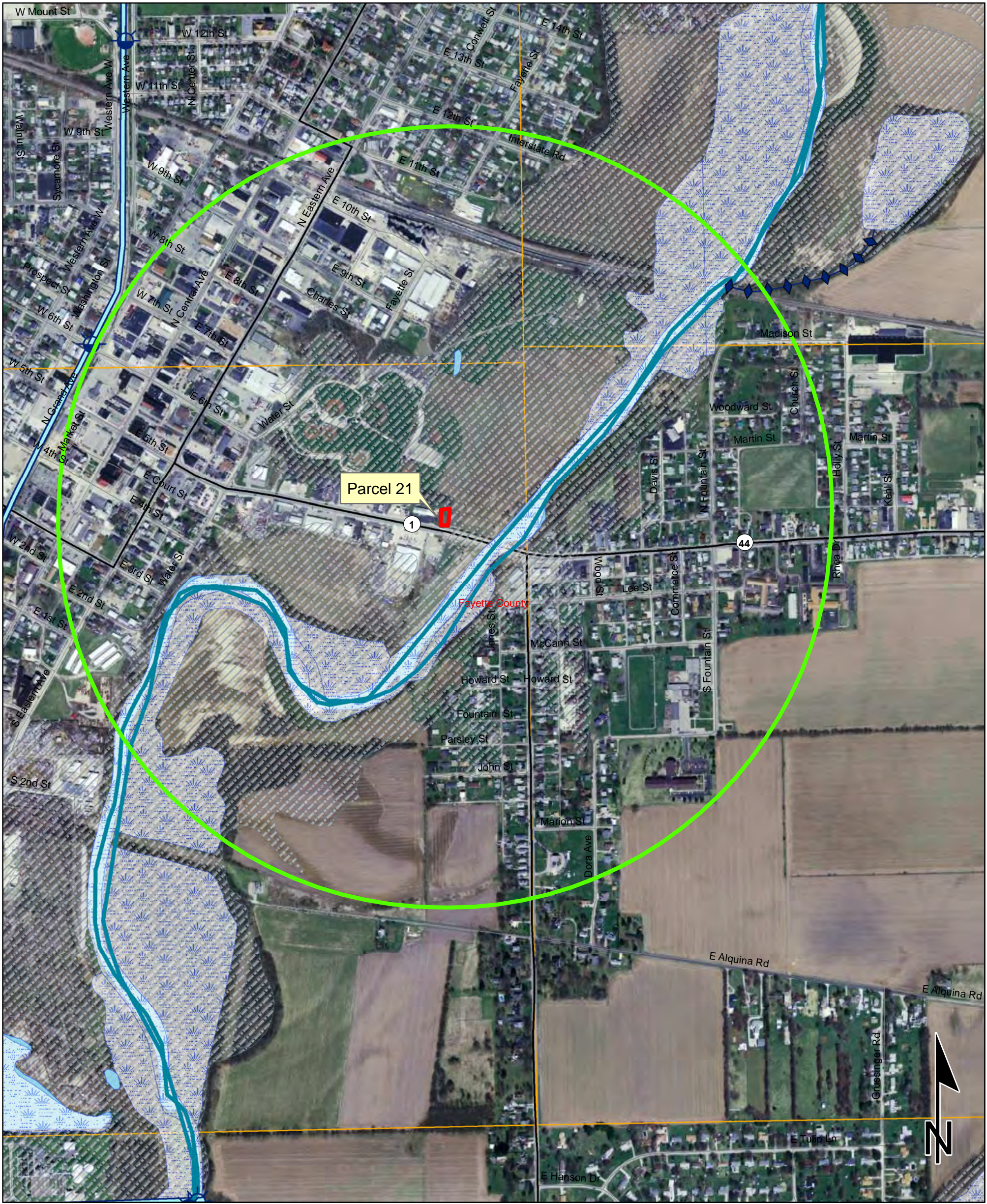
Red Flag Investigation - Infrastructure Map
SR 1 - Excess Parcel
LA Code 2848, Parcel 21
Fayette County, Indiana



Sources: 0.15 0.075 0 0.15 Miles
Non Orthophotography
Data - Obtained from the State of Indiana Geographical Information Office Library
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	Religious Facility		Recreation Facility		Project Area
	Religious Facility		Pipeline		Half Mile Radius
	Indiana Map		Railroad		Interstate
	Airport		Trails		State Route
	Cemeteries		Managed Lands		US Route
	Hospital		County Boundary		Local Road
	School				

Red Flag Investigation - Water Resources Map
SR 1 - Excess Parcel
LA Code 2848, Parcel 21
Fayette County, Indiana



Sources:
Non Orthophotography
Data - Obtained from the State of Indiana Geographical Information Office Library
Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)
Map Projection: UTM Zone 16 N **Map Datum:** NAD83

This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

NWI - Point

Karst Spring

Canal Structure - Historic

NWI- Line

Stream - Impaired

NPS NRI listed

River

Canal Route - Historic

Wetlands

Lake - Impaired

Lake

Floodplain - DFIRM

Cave Entrance Density

Sinkhole Area

Sinking-Stream Basin

County Boundary

Project Area

Half Mile Radius

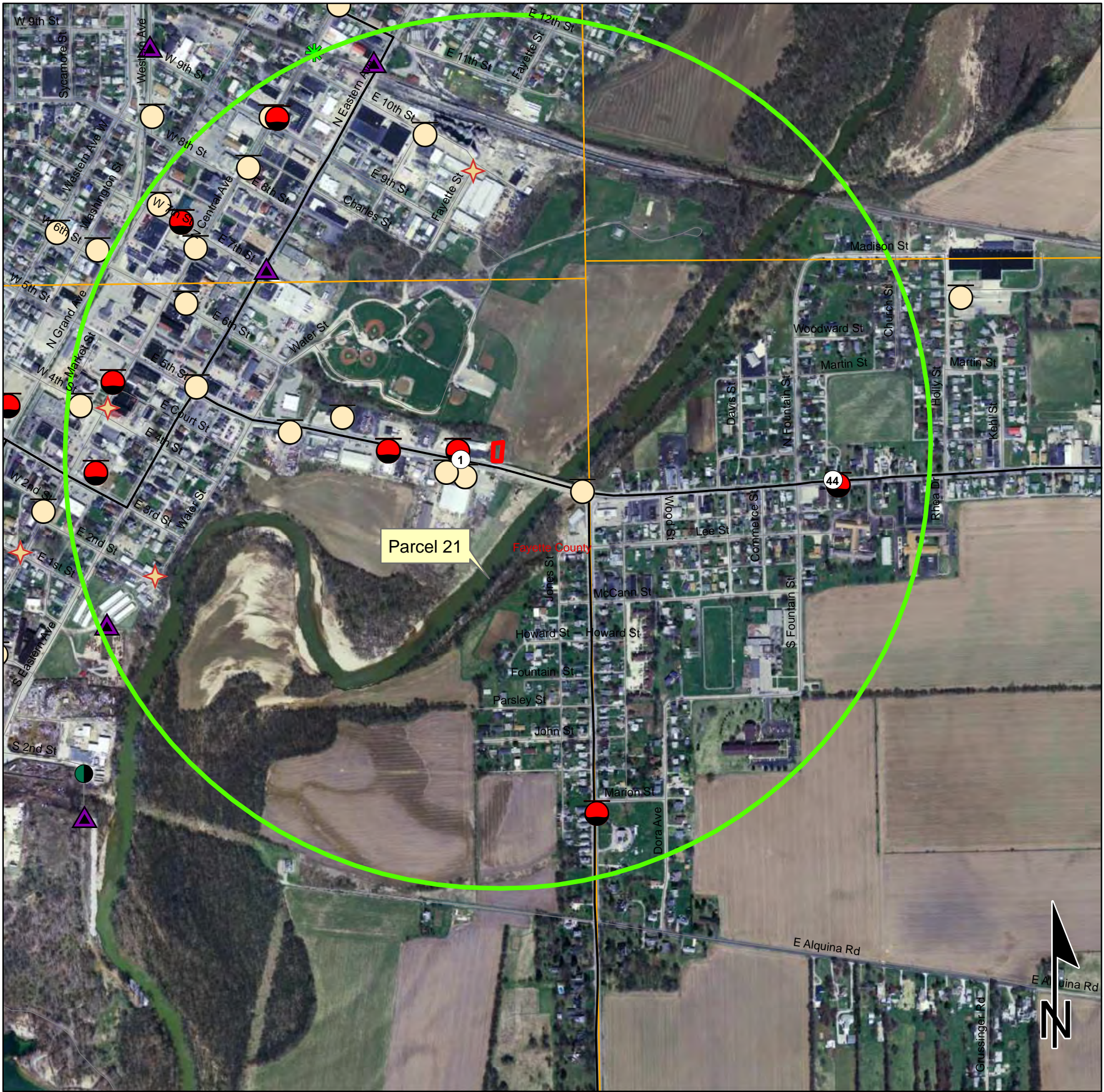
Interstate

State Route

US Route

Local Road

Red Flag Investigation - Hazmat Map
SR 1 - Excess Parcel
LA Code 2848, Parcel 21
Fayette County, Indiana



	Brownfield		RCRA Generator/TSD		Institutional Controls
	RCRA Corrective Action Sites		Restricted Waste Site		County Boundary
	Confined Feeding Operation		Septage Waste Site		Project Area
	Construction/Demolition Site		Solid Waste Landfill		Half Mile Radius
	Infectious/Medical Waste Site		State Cleanup Site		Interstate
	Leaking Underground Storage Tank		Superfund		State Route
	Manufactured Gas Plant		Tire Waste Site		US Route
	NPDES Facilities		Underground Storage Tank		Local Road
	NPDES Pipe Locations		Voluntary Remediation Program		
	Open Dump Waste Site		Waste Transfer Station		

0.15 0.075 0 0.15 Miles

This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

Sources:
Non Orthophotography
Data - Obtained from the State of Indiana Geographical Information Office Library
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Map Projection: UTM Zone 16 N **Map Datum:** NAD83

Indiana County Endangered, Threatened and Rare Species List

County: Fayette

Species Name	Common Name	FED	STATE	GRANK	SRANK
Mollusk: Bivalvia (Mussels)					
Ptychobranhus fasciolaris	Kidneyshell		SSC	G4G5	S2
Bird					
Aimophila aestivalis	Bachman's Sparrow			G3	SXB
Botaurus lentiginosus	American Bittern		SE	G4	S2B
Dendroica cerulea	Cerulean Warbler		SE	G4	S3B
Vermivora chrysoptera	Golden-winged Warbler		SE	G4	S1B
Mammal					
Mustela nivalis	Least Weasel		SSC	G5	S2?
Myotis sodalis	Indiana Bat or Social Myotis	LE	SE	G2	S1
Nycticeius humeralis	Evening Bat		SE	G5	S1
Taxidea taxus	American Badger		SSC	G5	S2
Vascular Plant					
Carex sparganioides var. cephaloidea	Thinleaf Sedge		SE	G5	S1
Juglans cinerea	Butternut		WL	G4	S3
Poa paludigena	Bog Bluegrass		WL	G3	S3
High Quality Natural Community					
Forest - floodplain wet-mesic	Wet-mesic Floodplain Forest		SG	G3?	S3
Forest - upland mesic	Mesic Upland Forest		SG	G3?	S3
Wetland - seep circumneutral	Circumneutral Seep		SG	GU	S1

Indiana Natural Heritage Data Center
Division of Nature Preserves
Indiana Department of Natural Resources
This data is not the result of comprehensive county surveys.

Fed: LE = Endangered; LT = Threatened; C = candidate; PDL = proposed for delisting
State: SE = state endangered; ST = state threatened; SR = state rare; SSC = state species of special concern; SX = state extirpated; SG = state significant; WL = watch list
GRANK: Global Heritage Rank: G1 = critically imperiled globally; G2 = imperiled globally; G3 = rare or uncommon globally; G4 = widespread and abundant globally but with long term concerns; G5 = widespread and abundant globally; G? = unranked; GX = extinct; Q = uncertain rank; T = taxonomic subunit rank
SRANK: State Heritage Rank: S1 = critically imperiled in state; S2 = imperiled in state; S3 = rare or uncommon in state; G4 = widespread and abundant in state but with long term concern; SG = state significant; SH = historical in state; SX = state extirpated; B = breeding status; S? = unranked; SNR = unranked; SNA = nonbreeding status unranked

Appendix D:

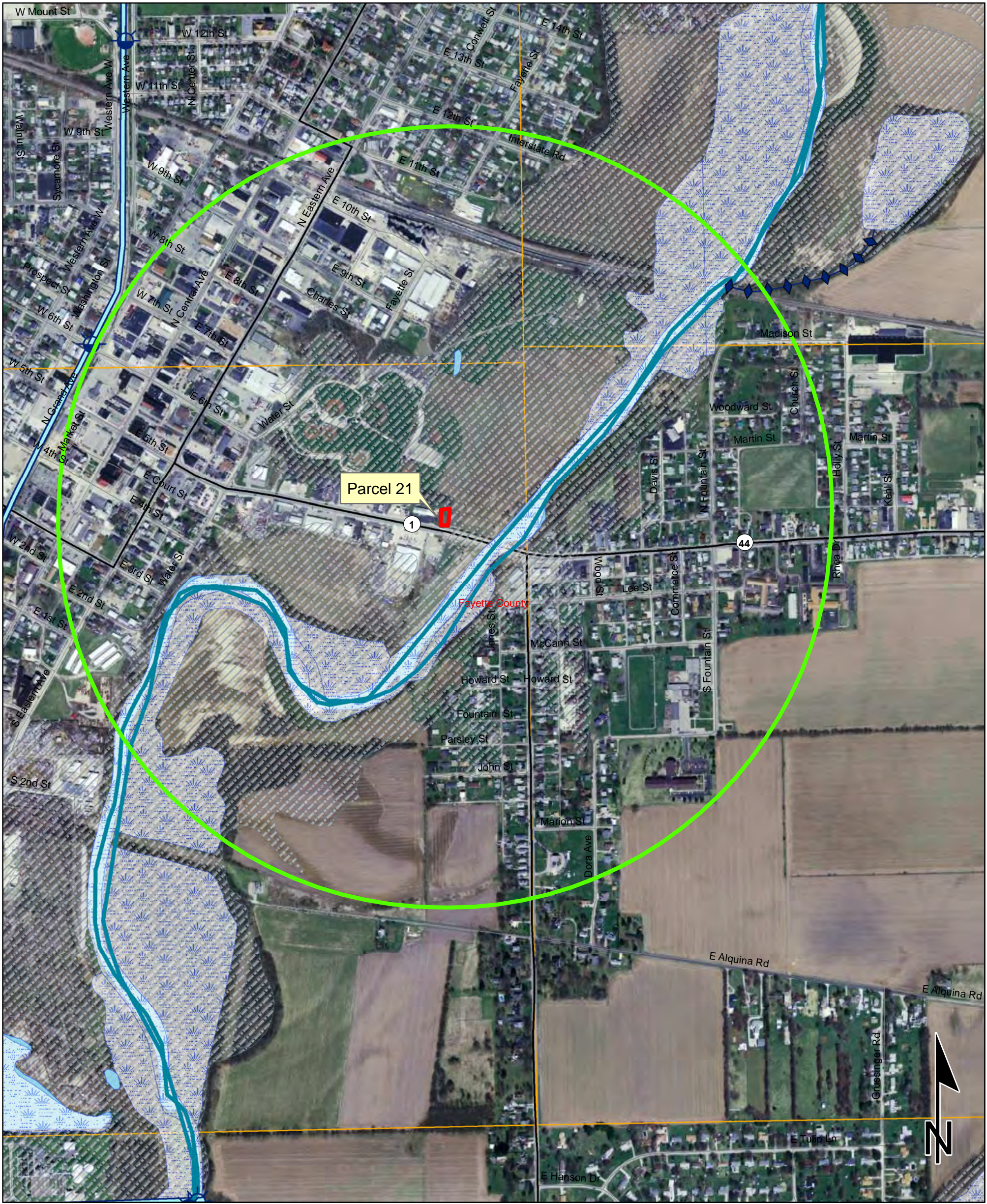
Water Resources

Red Flag Investigation - Water Resources Map

SR 1 - Excess Parcel

LA Code 2848, Parcel 21

Fayette County, Indiana



Sources:
Non Orthophotography
Data - Obtained from the State of Indiana Geographical Information Office Library
Orthophotography - Obtained from Indiana Map Framework Data (www.indianamap.org)
Map Projection: UTM Zone 16 N **Map Datum:** NAD83

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NWI - Point

Karst Spring

Canal Structure - Historic

NWI- Line

Stream - Impaired

NPS NRI listed

River

Canal Route - Historic

Wetlands

Lake - Impaired

Lake

Floodplain - DFIRM

Cave Entrance Density

Sinkhole Area

Sinking-Stream Basin

County Boundary

Project Area

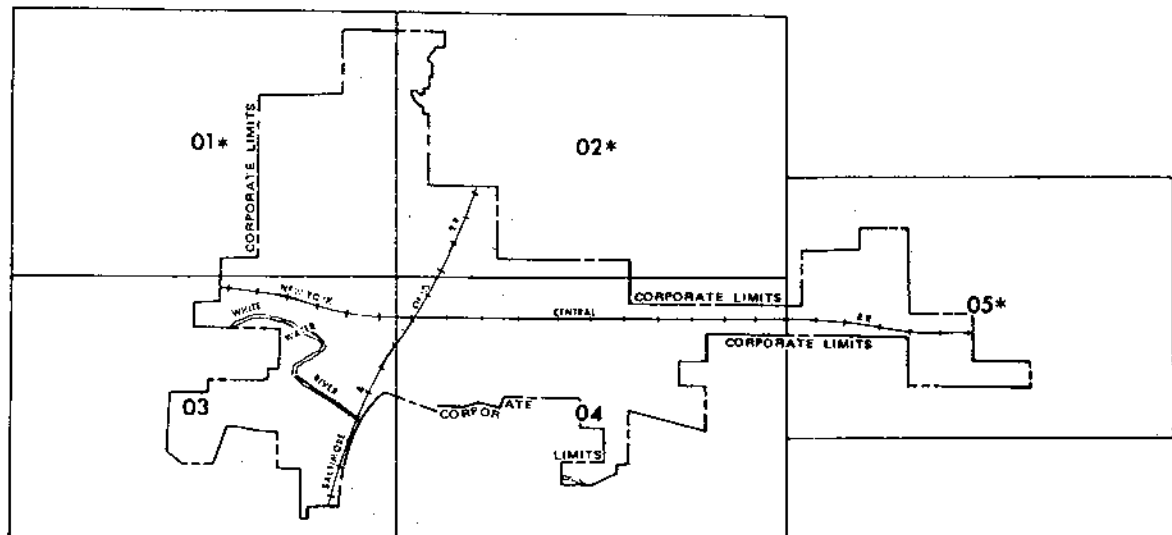
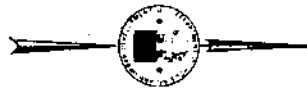
Half Mile Radius

Interstate

State Route

US Route

Local Road



NOT PRINTED - NO SPECIAL FLOOD HAZARD AREAS

LEGEND

SPECIAL FLOOD HAZARD
AREA WITH
DATE OF IDENTIFICATION

ZONE A
DATE

NOTE: These maps may not include all Special Flood Hazard Areas in the community. After a more detailed study, the Special Flood Hazard Areas shown on these maps may be modified, and other areas added.

CONSULT NFIA SERVICING COMPANY OR LOCAL INSURANCE AGENT OR BROKER TO DETERMINE IF PROPERTIES IN THIS COMMUNITY ARE ELIGIBLE FOR FLOOD INSURANCE.

INITIAL IDENTIFICATION DATE:
NOVEMBER 23, 1973
REVISION DATES:
6-11-78: ADD S.F.H.A., REDUCE S.F.H.A. SHOW CURVILINEAR BOUNDARIES

FLOOD INSURANCE RATE MAP
CONVERTED BY LETTER
EFFECTIVE 8/10/95

FEDERAL EMERGENCY MANAGEMENT AGENCY

FLOOD HAZARD BOUNDARY MAP H - 01-05

MAP INDEX
CITY OF CONNERSVILLE, IN
(FAYETTE CO.)

COMMUNITY NO. 180061XB



SPECIAL FLOOD H
AREA WITH
DATE OF IDENTIF

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov



U.S. Fish and Wildlife Service

National Wetlands Inventory

LA Code 2848,
parcel 12

Nov 15, 2013



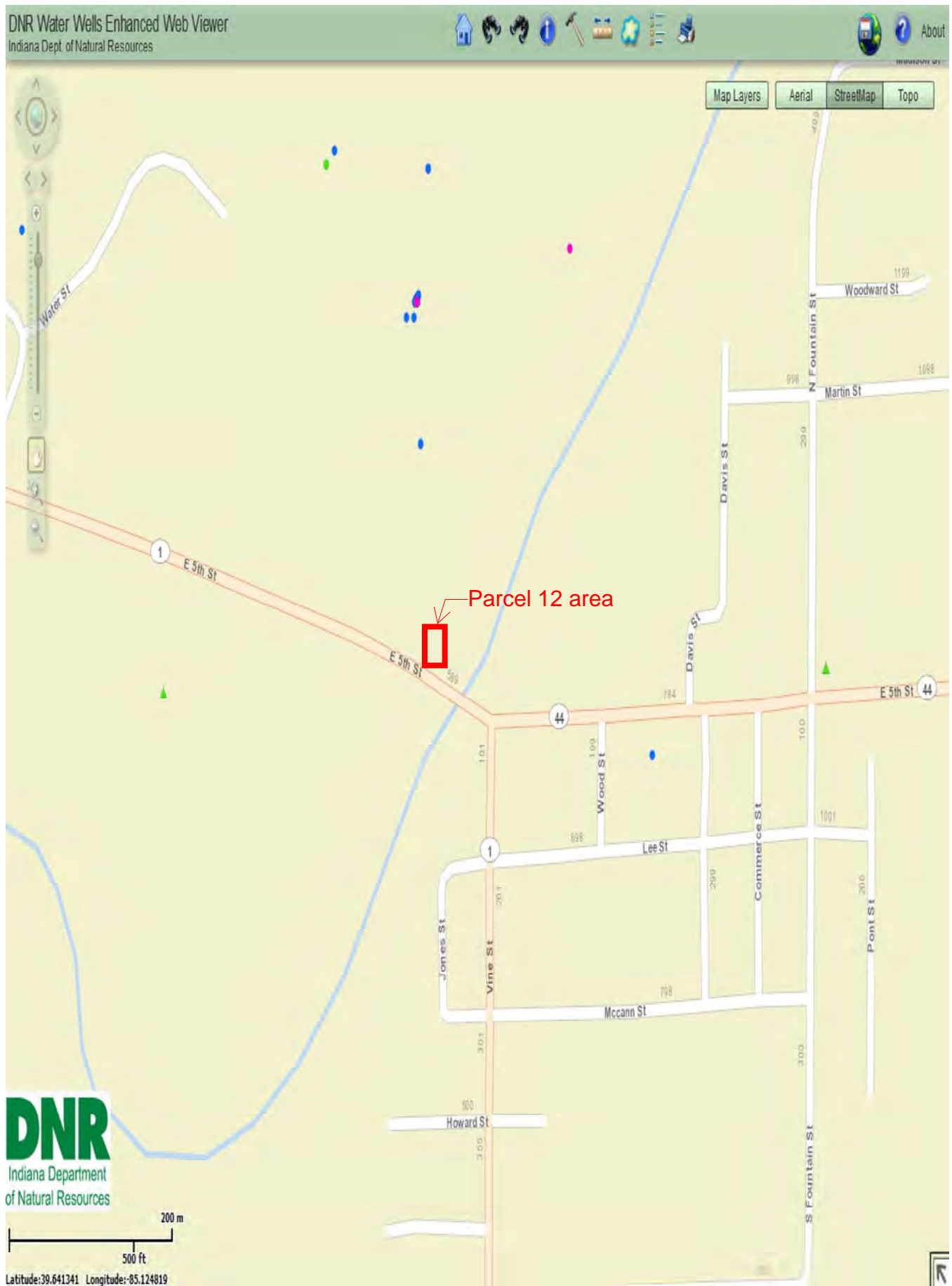
Wetlands

- Freshwater Emergent
- Freshwater Forested/Shrub
- Estuarine and Marine Deepwater
- Estuarine and Marine
- Freshwater Pond
- Lake
- Riverine
- Other

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

User Remarks:

USFWS Wetlands Map



Appendix E: Parcel Documentation



INDIANA DEPARTMENT OF TRANSPORTATION
Driving Indiana's Economic Growth

100 North Senate Avenue
Room N642
Indianapolis, Indiana 46204

PHONE: (317) 232-5005
FAX: (317) 233-3055

Michael R. Pence., Governor
Karl B. Browning, Commissioner

August 27, 2013

MEMORANDUM

TO: Ken McMullen, Environmental Services

THRU: Chris Andrews, Environmental Services

THRU: Ron Bales, Environmental Services

FROM: Steve Catron, Manager, Excess Land Team
Real Estate Division

SUBJECT: Request for Archaeological Clearance, Hazardous Waste Survey & CE to Dispose of Excess. This property is EXCESS R/W. The Crawfordsville District has determined the property to be excess.

Project: ST - 243-4(C)
Parcel(s): 21
Code: 2848
County: Fayette
Road: SR 1

Expected time of completion of the above activities is October 1, 2013

This Division desires to proceed with the disposal of the subject properties, unless there is some indication that the disposal of this property would not be in the best interest of the State. **Also, please obtain a clearance letter from the Department of Natural Resources, if needed.**



INDIANA DEPARTMENT OF TRANSPORTATION

Driving Indiana's Economic Growth

Greenfield District
32 S. Broadway St.
Greenfield, IN 46140

PHONE: (317) 462-7751
FAX: (317) 462-7031

Michael R. Pence, Governor
Michael B. Cline, Commissioner

To: Brandye Hendrickson, Greenfield District Deputy Commissioner
Thru: Steven Boyer, Capital Program Management Director
Thru: Ron Raney, Greenfield District Real Estate and Right of Way Manager
From: Michael Rogers, Greenfield District Assistant Real Estate and Right of Way Manager *mjrogers 4/4/13*
RE: Request to Sell Excess Land and/or Right of Way with an anticipated completion date of

Des. No. 8458310; Road SR 1; County Fayette; Code 2848; Parcel 21; Location SR 1 and Whitewater River Bridge

☒ District Real Estate will determine if the land requested abuts a parcel of land from which it was separated; this land must first be offered to the owner of the abutting property from which it was separated. (IC 8-23-7-14). If necessary, District Real Estate will notify the abutting owner (last known address of owner) via certified mail as outlined in Ch. 6, pg. 6-4 of the PM manual.

☒ District Real Estate will make a physical inspection of the parcel, verify that there are no agreements, encumbrances, encroachments, permits or easements on the property.

☒ District Real Estate will determine if parcel is landlocked or will become so due to extinguishment of ingress/egress rights so that the property can be represented and marketed accurately.

☒ District Real Estate will obtain approval from the project manager to declare the parcel as excess if this is not a completed project.

☒ District Real Estate will forward to Right of Way Engineering and have the land area verified, review the legal descriptions, abstracts and/or survey. If there is no legal description provided, District Real Estate will provide the legal description or coordinate the effort to have one completed.

☒ District Real Estate will supply an aerial view of the property with the boundaries marked.

☒ District Real Estate will research that the parcel is not wetland or mitigation property.

The District Deputy Commissioner needs to approve the sale of the Excess Land and/or Right of Way at the referenced location as property the department does not need. At a minimum the District will need to address the three items below and initial:

No ☐ Are there bridge or pipe structures located in the Excess Land and/or Right of Way INDOT needs to maintain?

No ☐ Are there slopes within the Excess Land and/or Right of Way that INDOT needs to maintain?

No ☐ Are there other improvements, sod, concrete, paved ditches etc, within the Excess Land and/or Right of Way INDOT needs to maintain?

If there are no maintenance concerns within the requested area, and the district deputy commissioner wishes to declare the property as excess also if the property is not needed now or expected to be needed in the future, please approve this request by signing on the appropriate line. If the property is needed now or expected to be needed in the future, please deny this request by signing on the appropriate line.

Approved *Steven Boyer*
District Capital Program Management Director

Date 4/4/2013

Approved *Brandye Hendrickson*
District Deputy Commissioner

Date 4/8/13

Denied _____
District Deputy Commissioner

Date _____

Reason Denied _____

021264

Bk 93 Pg 135

State Form 17735

WARRANTY DEED

Project ST-243-4(C)
 Code 2848
 Parcel 21

This Indenture Witnesseth, That MARILYNN J. MILLER AND DANIEL J. MILLER, JOINT TENANTS
 WITH RIGHTS OF SURVIVORSHIP,

RECEIVED FOR RECORD
 AT 4:21 O'CLOCK P M

DEC 17 1993

Paid by Warrant No. 1325889

Dated 11-22-93

RECORD 93 PAGE 135-136

RECORDER OF FAYETTE CO.

of FAYETTE County, in the State of INDIANA Convey and Warrant to the STATE OF
 INDIANA for and in consideration of TWENTY TWO THOUSAND FIVE HUNDRED AND NO/100
 ---(\$22,500.00)--- Dollars,

the receipt whereof is hereby acknowledged, the following described Real Estate in Fayette
 County in the State of Indiana, to wit:

Part of the Northeast Quarter of Section Number 25, Township Number 14 North, Range Number 12 East, bounded and described as follows: Beginning at the West end of the Whitewater River Bridge in the North line of East Fifth Street in the City of Connersville, Indiana, and running thence Westwardly along said North line of East Fifth Street a distance of 274.5 feet; thence running Northwardly at an angle of 90 degrees with the center line of East Fifth Street a distance of 165 feet; thence running Eastwardly along a line parallel with the north line of East Fifth Street a distance of 274.5 feet, running thence Southwardly on a line at an angle of 90 degrees with the center line of East Fifth Street a distance of 165 feet to the place of beginning.

Except: Part of the Northeast Quarter of Section 25, Township 14 North, Range 12 East, in the City of Connersville, Connersville Township, Fayette County, Indiana, as described as follows: Commencing at the west end of the Whitewater Bridge on the north line of East Fifth Street in the City of Connersville; thence westwardly on the north line of said street 74.5 feet to the point of beginning; thence westwardly on said north line 200.00 feet to the southeast corner of land described in deed to Owens Indiana Oil Co. recorded in Lands Record Book 24, Page 112; thence northwardly at an angle off 90 degrees with the centerline of said Street as extended eastwardly from Water Street 165.00 feet to an iron rod; thence eastwardly along a line parallel with the north line of East Fifth Street 200.00 feet to an iron rod; thence southwardly on a line at an angle of 90 degrees with the centerline of said Street 165.00 feet to the point of beginning.

Subject to Public Rights of Way.

Subject to an easement for power lines in favor of Public Service Indiana.

Subject to an easement for telephone lines in favor of General Telephone Company of Indiana.

Subject to an easement for water lines in favor of Connersville Water & Sewage Treatment.

D.A.J. 9-29-93

m.j.mel

D.J. 9/29/93

Interests in land acquired
 for State Highway by
 Indiana Department of Transportation
 100 North Senate Avenue
 Indianapolis, IN 46204-2249

9/02/93

DULY ENTERED FOR
TAXATION

DEC 17 1993

TRANSACTION EXEMPT FROM SALES
 DISCLOSURE REQUIREMENTS UNDER
 IC6-1.1-5.5

This Instrument Prepared by

James H. Allen
Attorney at Law

Notarized by
 Auditor, Fayette County

Deputy Attorney General
 Approved as to Form and Content

Bk 93 Pg 136

Project: ST-243-4(C)
Code: 2848
Parcel: 21

Land and improvements \$22,500.00, Damages \$NONE, Total consideration \$22,500.00

The grantor shall clear and convey free of all leases, licenses, or other interests both legal and equitable, and all encumbrances of any kind or character on, in and under said land as conveyed.

It is understood between the parties hereto, and their successors in title, and made a covenant herein which shall run with the land, that all lands hereinbefore described (excepting any parcels specifically designated as easements or as temporary rights of way) are conveyed in fee simple and not merely for right of way purposes, and that no reversionary rights whatsoever are intended to remain in the grantor(s).

In Witness Whereof, the said GRANTORS

have hereunto set their hands and seal, this 29th day of SEPTEMBER, 19 93

(Seal)	(Seal)
<u>Marilynn J. Miller</u>	(Seal)
MARILYNN J. MILLER - ADULT FEMALE	(Seal)
(Seal)	(Seal)
<u>Daniel J. Miller</u>	(Seal)
DANIEL J. MILLER - ADULT MALE	(Seal)
(Seal)	(Seal)
(Seal)	(Seal)
(Seal)	(Seal)
(Seal)	(Seal)
(Seal)	(Seal)
(Seal)	(Seal)
(Seal)	(Seal)
(Seal)	(Seal)
(Seal)	(Seal)

STATE OF INDIANA, FAYETTE County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 29th day of SEPTEMBER, A.D. 1993; personally appeared the within named MARILYNN J. MILLER AND DANIEL J. MILLER, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP

Grantors in the above conveyance, and acknowledged the same to be their voluntary act and deed, for the uses and purposes herein mentioned.

I have hereunto subscribed my name and affixed my official seal.

My Commission expires AUGUST 26, 1996
county of residence: marion
STATE OF INDIANA,

David A. Joseph Notary Public
david a. joseph
Notary Public

Before me, the undersigned, a Notary Public in and for said County and State, this day of A.D. 19; personally appeared the within named

Grantor in the above conveyance, and acknowledged the same to be voluntary act and deed, for the uses and purposes herein mentioned.

I have hereunto subscribed my name and affixed my official seal.

My Commission expires Notary Public

EXHIBIT "A"

Part of the Lands acquired by the State of Indiana as recorded in Deed Book 93, Page 135 in the Office of the Recorder of Fayette County, Indiana.

Land Acq. Code 2848
Road SR 1
Parcel 21-Excess Land

sheet 1 of 2

A part of the Northeast Quarter of Section 25, Township 14 North, Range 12 East, Fayette County, Indiana, described as follows: Commencing at the west end of the Whitewater Bridge on the north line of East Fifth Street in the City of Connersville; thence westwardly on the north line of said Street 74.5 feet (the foregoing portion of this description beginning with the words "Commencing at" is quoted from Deed Book 7, page 271); thence North 16 degrees 17 minutes 55 seconds West 42.32 feet to the point of beginning of this description, (said point of beginning is also described as follows: Commencing at the northeast corner of the Northeast Quarter of said section; thence South 0 degrees 47 minutes 00 seconds East 1,348.64 feet along the east line of said section; thence North 73 degrees 24 minutes 00 seconds West 551.50 feet; thence North 78 degrees 00 minutes 00 seconds West 105.42 feet to the eastern line of the land sold on contract to James P. Antle et ux.; thence North 16 degrees 17 minutes 55 seconds East 42.32 feet along said eastern line to the northern boundary of SR 1 and said point of beginning); thence North 16 degrees 17 minutes 55 seconds East 122.68 feet to the northwest corner of the lands conveyed to the State of Indiana described in Book 93 page 135; thence 74.50 feet eastwardly along the north line of said lands and parallel with the north line of said East Fifth Street to the northeast of said lands conveyed to the State of Indiana; thence southwardly along the east line of said lands conveyed to the State of Indiana, on a line at an angle of 90 degrees with the center line of East Fifth Street to point, said point being at station 56+91.26, 85 feet right of Line "A" INDOT R/W Project Land Acquisition Code 2848; thence westwardly along the boundary of SR 1 to the point of beginning and containing 0.195 acres, more or less.

The above legal description was prepared for the Indiana Department of Transportation by Ronald L. Raney a registered land surveyor in the State of Indiana, from existing INDOT records. No field survey was done and no corners were set.



Ronald L. Raney LS80870012



Part of the Land Acquired by
the State of Indiana by Warranty
Deed recorded in Deed Book 93,
page 135 in the Office of the
Recorder of Fayette County, Indiana

EXHIBIT "B"
PLAT OF LEGAL DESCRIPTION

Plat of Legal Description Prepared for the Indiana Department of Transportation
by Ronald L. Raney a registered land surveyor in the State of Indiana.

Ronald L. Raney LS80870012

Date 4/03/13

N 16 deg. 17 min. 55 sec. E
122.68'



0.195 ACRES +-

Parcel 21-Excess Land

SCALE: 1" = 20'

20

NE Cor. NE 1/4
Sec. 25, T.14N., R.12E.

80 deg. 47 min. 00 sec. E

CURVE DATA
P.I. 53+99.00 LINE "A"
 $\Delta = 4$ deg. 36 min. 00 sec.
D = 0 deg. 55 min. 00 sec.
R = 6250.45
T = 251.04
L = 501.82
E = 5.04

S. R. 1

P.T. 56+49.78 Line "A"

N 73 deg. 24 min. 00 sec. W
Line "A"

57+00

—N 73 dog, 24 min, 00 sec, W

MIP Map



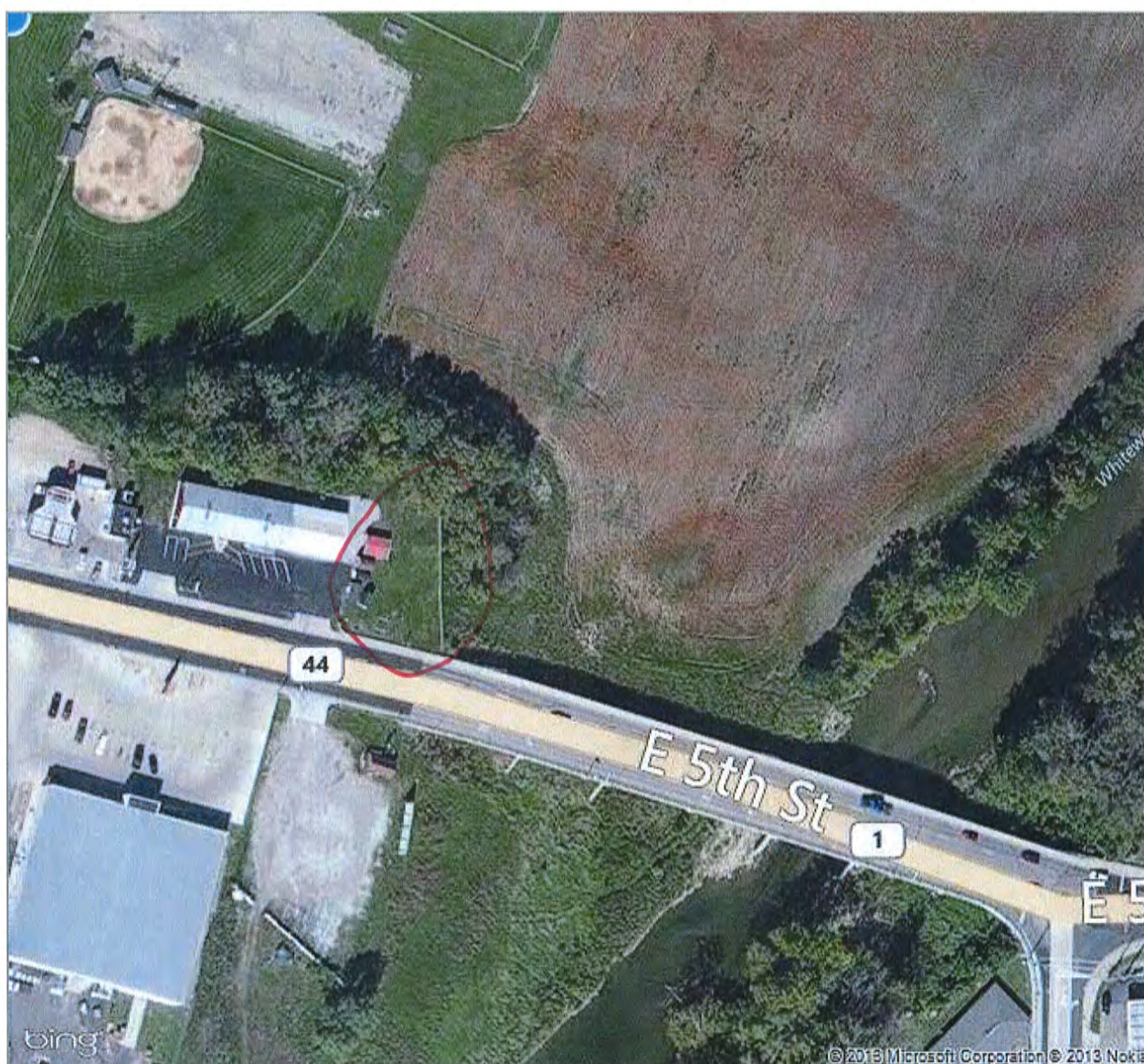
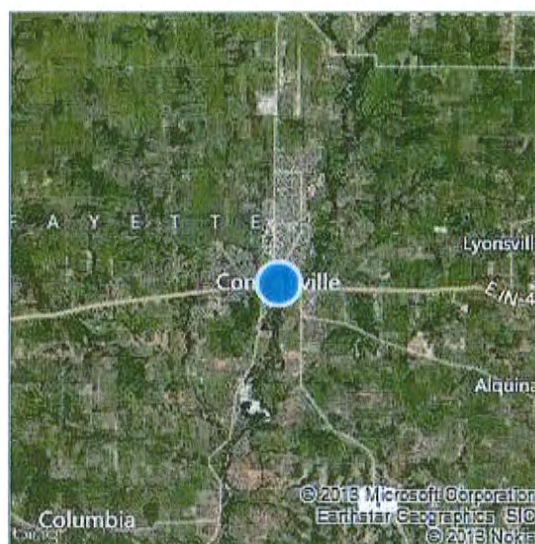
bing Maps

Connersville, IN

My Notes



On the go? Use m.bing.com to find maps, directions, businesses, and more

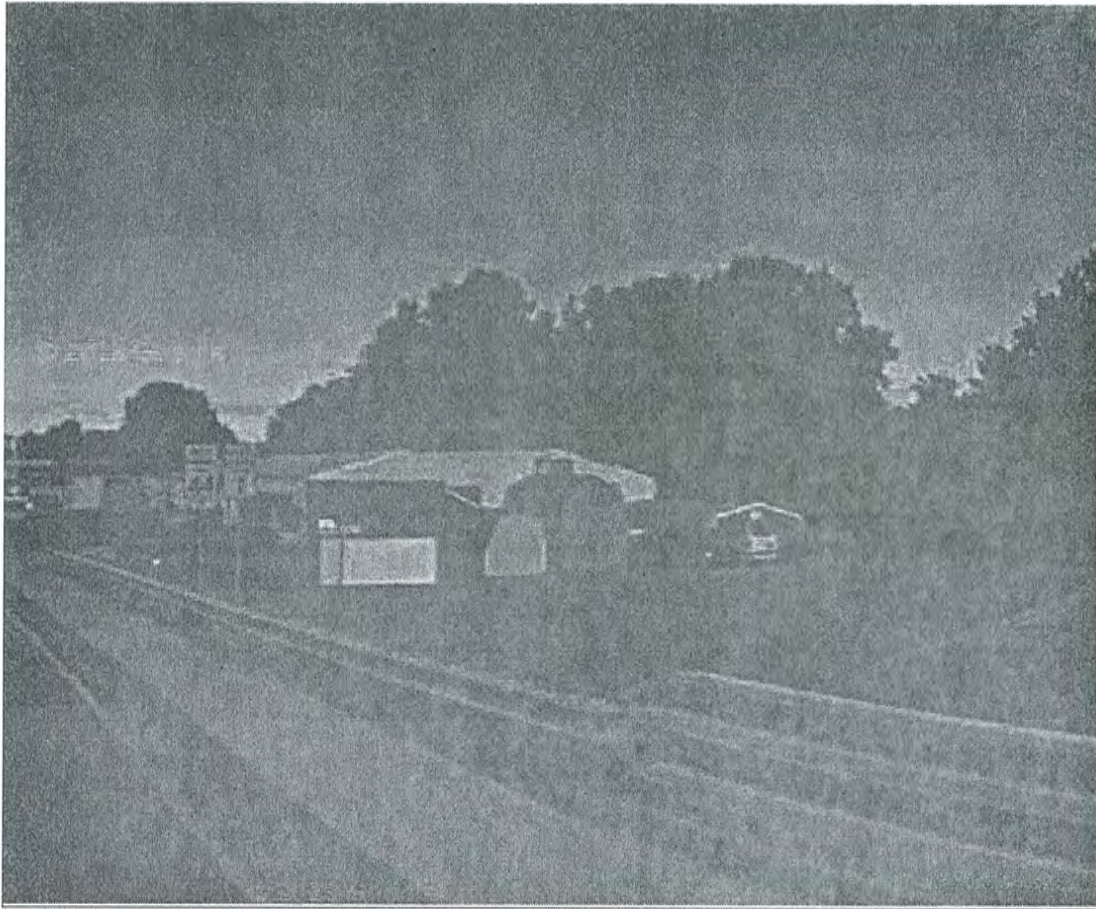


Bird's eye view maps can't be printed, so another map view has been substituted.



Address **527 Indiana 1**

Address is approximate



CONTRACT NO.

INDIANA
DEPARTMENT OF
TRANSPORTATION

CODE NO. 2848

DES. NO. 8458310

INDEX CONTINUED
STANDARD DRAWINGS

REGION NO.	STATE	PROJECT NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
5	IND.	ST-243-4(C)	1990	1	29

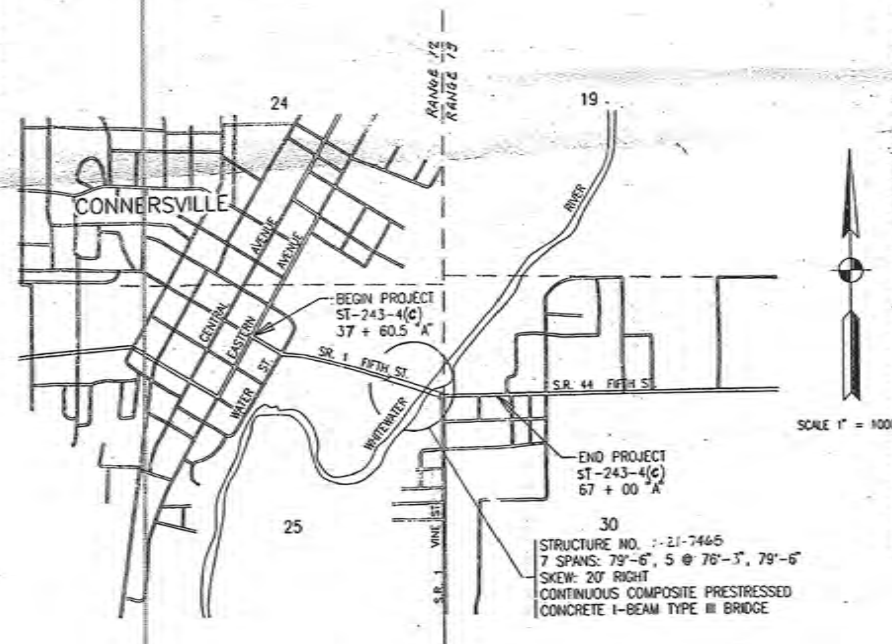
INDEX					
PROJECT	STRUCTURE	TYPE	SPAN	OVER	STATION
ST-243-4(C)	I-21-7465	PRESTRESSED CONCRETE "I" BEAM TYPE III	1 AT 79'-6" 5 AT 76'-3" 1 AT 79'-6" SKEW: 20° RT.	WHITEWATER RIVER	59+80.25 "A"
SHEET NO.	SHEET DESIGNATION		SUBJECT		
1	ONE SHEET	TITLE AND INDEX SHEET			
2	ONE SHEET	PARCEL LISTING SHEET			
3-4	TWO SHEETS	PLAT NO. 1			
5	ONE SHEET	TYPICAL CROSS SECTION			
6-13	EIGHT SHEETS	PLAN AND PROFILE			
14	ONE SHEET	LAYOUT SHEET			
15-21	SEVEN SHEETS	DETAIL SHEETS			
22	ONE SHEET	GENERAL PLAN			
23	ONE SHEET	APPROACH TABLE			

RIGHT-OF-WAY PLANS
ON
STATE ROAD 1PROJECT NO. ~~ST-243-4()~~ P.E.
ST-243-4(C) R/W
~~F-243-4()~~ CONST.REPLACEMENT OF THE BRIDGE OVER THE WEST FORK OF THE
WHITEWATER RIVER ON STATE ROAD 1, APPROXIMATELY 0.1 MILE
NORTH OF STATE ROAD 44, SECTION 25, T-14-N, R-12-E IN
CONNERSVILLE TOWNSHIP, FAYETTE COUNTY.BRIDGE LENGTH: 0.103 MILE
ROADWAY LENGTH: 0.473 MILE
TOTAL LENGTH: 0.576 MILE
MAXIMUM GRADE: -4.10 %

TRAFFIC DATA		STATE ROAD 1	
A.A.D.T. (1992)	V.P.D.	24,600	V.P.D.
A.A.D.T. (2012 PROJECTED)	V.P.D.	27,600	V.P.D.
D.H.V. (2012 PROJECTED)	V.P.H.	2,208	V.P.H.
TRUCKS	D.H.V. % A.D.T. %	D.H.V. 8% A.A.D.T. 10%	
DESIGN (POSTED) SPEED	M.P.H.	40	M.P.H.
ACCESS CONTROL		NONE	
FUNCTIONAL CLASSIFICATION		URBAN ARTERIAL	

PREPARED & RECOMMENDED BY
RD&W
REID, QUEBE, ALLISON, WILCOX & ASSOCIATES, INC.
INDIANAPOLIS, INDIANA

RAMAN D. PATEL P.E.

CONNERSVILLE TOWNSHIP
FAYETTE COUNTYINDIANA DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS DATED 1988
TO BE USED WITH THESE PLANS.

REVISIONS	
DATE	SHEET NO.

REVISIONS	
DATE	SHEET NO.

RECOMMENDED FOR APPROVAL
MANAGER, R/W ENGINEERING SECTION

APPROVED

CHIEF ENGINEER OF LAND ACQUISITION - INDIANA DEPARTMENT OF TRANSPORTATION

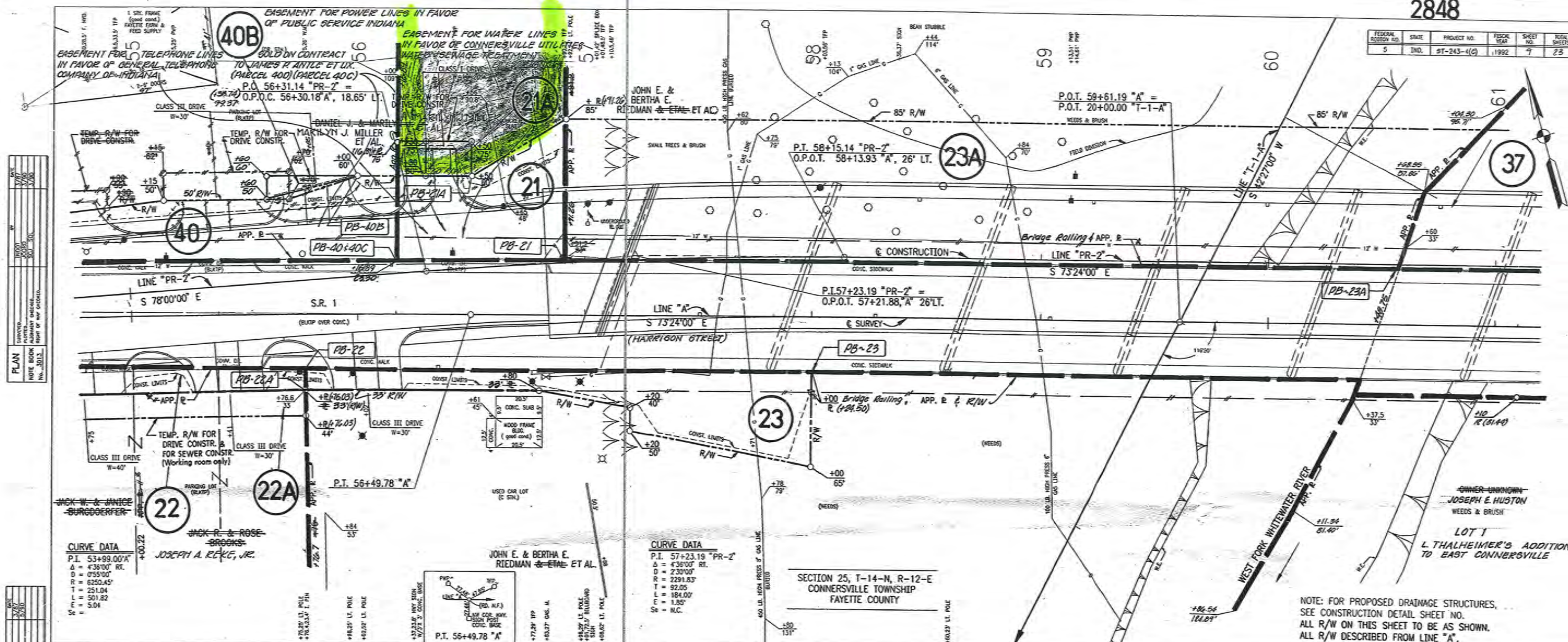
FEDERAL HIGHWAY ADMINISTRATION
DEPARTMENT OF TRANSPORTATION
APPROVED:
DIVISION ADMINISTRATOR
DATE

BRIDGE FILE: I-21-7465

RD&W FILE: 90013/3068 DES. NO. 8458310

2848

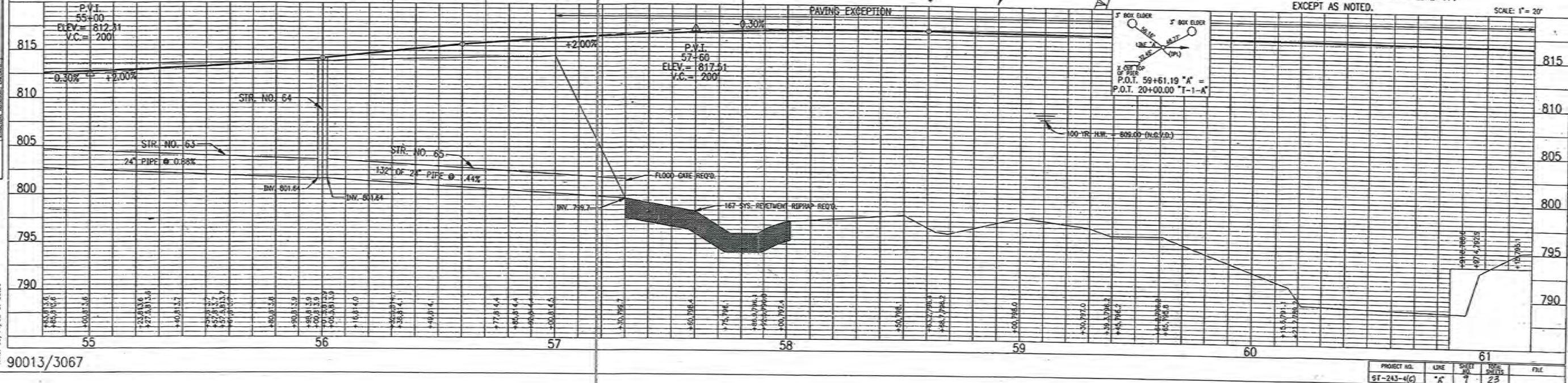
FEDERAL ROAD DIST. NO.	STATE	PROJECT NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
5	IND.	ST-243-4(C)	1992	7	25



PLAN	DATE	BY	CHKD	APPD
10/1/92	10/1/92	10/1/92	10/1/92	10/1/92

PROFILE	DATE	BY	CHKD	APPD
10/1/92	10/1/92	10/1/92	10/1/92	10/1/92

C:\A0011\WORK\503\3067\PR-04.DWG
Scale: 1" = 20.00'
Date: 09/11/92 at 09:36



PROJECT NO.	LINE	SHEET NO.	TOTAL SHEETS	FILE
ST-243-4(C)	A	7	25	

EXHIBIT D

Hold Harmless Affidavit

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

Comes now the Affiant(s), _____, and swear and affirm to the following:.

- 1) That the above Affiant(s) shall **hold harmless and indemnify** the State of Indiana and its agent Indiana Department of Transportation and accept the property transfer through Quit Claim Deed without any Warrants and receive property As-Is.

SUBSCRIBED AND SWORN TO THIS _____ DAY OF _____, 20__.

Affiant's printed name

Affiant's signature

State of Indiana)
) SS:
County of _____)

Subscribed and sworn to before me a Notary Public this _____ day of _____, 20__.

Notary Public

A Resident of _____ County Indiana
My Commission expires: _____